UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WISCONSIN

U.S. Water Services, Inc., and Roy Johnson

Plaintiffs,

v.

Novozymes A/S, and Novozymes North America, Inc.,

Defendants.

Case No. 13-cv-864-bbc

Supplemental Expert Report of Richard F. Bero, CPA, CVA June 30, 2015

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I. Introduction

A. Assignment

I have previously submitted an Expert Report dated April 1, 2015 (the "Bero Report") in this matter in which I provided expert opinions on damages issues on behalf of the Plaintiffs in relation to *U.S. Water Services, Inc. and Roy Johnson v. Novozymes A/S and Novozymes North America, Inc.*, Case No. 13-cv-864-bbc. The Bero Report dated April 1, 2015 is incorporated herein and my opinions remain unchanged.

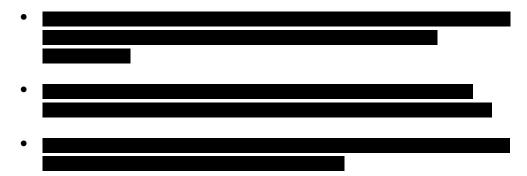
U.S. Water Services, Inc. and Roy Johnson (collectively, "U.S. Water") have alleged that Novozymes A/S and Novozymes North America, Inc. (collectively, "Novozymes") infringe United States Patent No. 8,415,137 (the "137 patent"), issued on April 9, 2013, titled "Preventing Phytate Salt Deposition in Polar Solvent Systems" and/or United States Patent No. 8,609,399 (the "399 patent"), issued on December 17, 2013, titled "Reducing Insoluble Deposit Formation in Ethanol Production" (collectively, "the U.S. Water patents" or "the Patents-in-Suit").

B. Basis for opinions

The basis for my opinions on damages issues related to the '137 patent and the '399 patent are set forth in the Bero Report. In addition, I have now analyzed and considered additional information made available subsequent to the issuance of the Bero Report, including:

- Rebuttal Expert Report and Disclosure of Julie L. Davis dated May 1, 2015 (the "Davis Report");
- Supplemental Rebuttal Expert Report and Disclosure of Julie L. Davis dated June 11, 2015 (the "Supplemental Davis Report");
- Rough draft deposition of Julie Davis date June 16, 2015;
- Three Novozymes agreements with

¹ First Am. Compl.



- Post-Trial Findings of Fact and Conclusions of Law dated February 16, 2007, in *Novozymes A/S v. Genencor International, Inc. and Enzyme Development Corporation* 05-160-KAJ (D. Del.) (the "Novozymes and Genencor 2007 Judgment");
- Additional documents provided since April 1, 2015; and
- Additional depositions taken and declarations provided since April 1, 2015.

As a result of this new information, I have been asked to supplement the Bero Report. I have enclosed a complete set of updated schedules to incorporate the information above, and, in some cases, clarify information on previously issued schedules.²

A detailed list of data and other information I have considered at this time in developing my opinions is included as **Supplemental Attachment 1**. In the event that additional relevant information becomes available after the issuance of this Supplemental Report, I will incorporate such information as necessary. I also may incorporate additional information in response to any expert report or opinions proffered on behalf of Novozymes.

C. Trial

In preparing for trial, I may prepare demonstrative exhibits based upon information included in the Bero Report, this report or additional information that becomes available hereafter.

² **Schedule 11.0** and **Schedules 12.0 - 12.6** are new and reflect the sales information. I have made other minor changes / and clarified the wording on various other schedules and have added **Schedule 6.7**. None of these changes affect my opinions.

D. Expert experience and compensation

My experience and qualifications are set forth in the Bero Report. My curriculum vitae, including a list of my testimonial experience in the last four years and publications in the last ten years, is included as **Supplemental Attachment 2**.

Compensation to The BERO Group for professional services provided in preparing this report is based on our customary hourly fees as set forth in the Bero Report.

E. Basic damages assumptions

My basic damages assumptions are included in the Bero Report.³

II. Novozymes' Phytaflow – updated costs and profits

The Supplemental Davis Report describes a conversation	on Ms. Davis had with
	regarding cost data related to sales
of Phytaflow as follows: ⁴	
At the time of the Bero Report, such descriptions of	
were not available and I assumed	.5
As a result, the total Phytaflow costs and costs per pound inclu	ded in the Bero Report were
overstated, and the associated Phytaflow profits were understated	ted.
I have accounted for this new information and have upon	dated Schedules 5.0-5.3 . As
shown on updated Schedule 5.0 , Novozymes' Phytaflow profit	t increased to
at the time of the hypothetical negotiation	on, as stated in the Bero Report. ⁶

³ Bero Report 3-4.

⁴ Supplemental Davis Report 1.

⁵ Schedules **5.0-5.3**.

⁶ Bero Report **Schedule 5.0**.

III. sales and profitability data confirms the upward effect on the starting point royalty rate range of \$5.00 to \$10.00 per pound
In the Bero Report, I noted that Novozymes' product
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In addressing Georgia-Pacific Factor #6, which considers "the effect of selling the
patented specialty in promoting sales of other products of the licensee," I noted that Novozymes
had adopted the use of Phytaflow , and that
sales would have presented Novozymes with an opportunity to factor those REDAC
sales and profits into Phytaflow pricing. ⁹ I treated <i>Georgia-Pacific</i> Factor #6 as suggesting an
upward effect on the starting point royalty rate range of \$5.00 to \$10.00 per Phytaflow pound. ¹⁰
At the time of the Bero Report, Novozymes had not produced its sales, costs,
profits or customers. ¹¹ Since the issuance of the Bero Report, Novozymes has provided this
information, which I have summarized on Schedules 11.0 and 12.0-12.6 . The sales and
profits data further confirm the upward effect of Georgia-Pacific Factor #6 relative to the
starting point royalty rate range.
For example, analysis of the data in conjunction with the Phytaflow and
pHytOUT data highlights that most
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⁷ Bero Report 17-19; 31-32. ⁸ Bero Report 31-32. ⁹ Bero Report 32. ¹⁰ Bero Report 31-32. ¹¹ Bero Report 32. ¹² Schedule 12.0. Note all sales costs and profits data is presented on Schedules 11.0 and 12.0-12.6

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I also addressed in Georgia-Pacific Factor #11 in the Bero Report which considers "The extent to which the infringer has made use of the invention and any evidence probative of the value of that use."14 While I noted that to the extent Novozymes had used sales and/or profitability of Phytaflow to derive value from this factor would suggest an upward effect on the low end of the starting point royalty rate range. 15 Overall, I treated this factor as neutral. ¹⁶ Given the sales and profit data as addressed above,

Georgia-Pacific Factor #11 suggests an upward effect on the starting point royalty rate range.

IV. Three Novozymes agreements with

As explained in the Bero Report, one of the quantitative considerations of a reasonable royalty analysis could be the market approach, ¹⁷ and the market approach considers comparable licenses and royalty rates. In my analysis of Georgia-Pacific Factor #2, I stated:18

> I am not aware of any comparable license agreements where Novozymes is the licensee. This factor has **no effect** on the starting point royalty rate range.

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¹³ Schedule **12.0**.

¹⁴ Bero Report 35.

¹⁵ Bero Report 35.

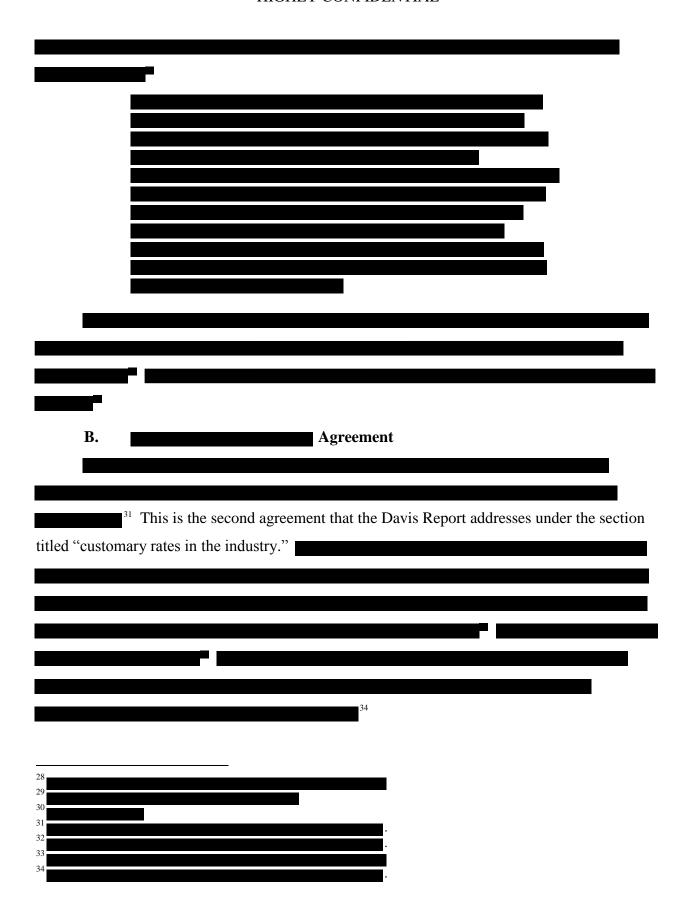
¹⁶ Bero Report 35.

¹⁷ Bero Report 21-22.

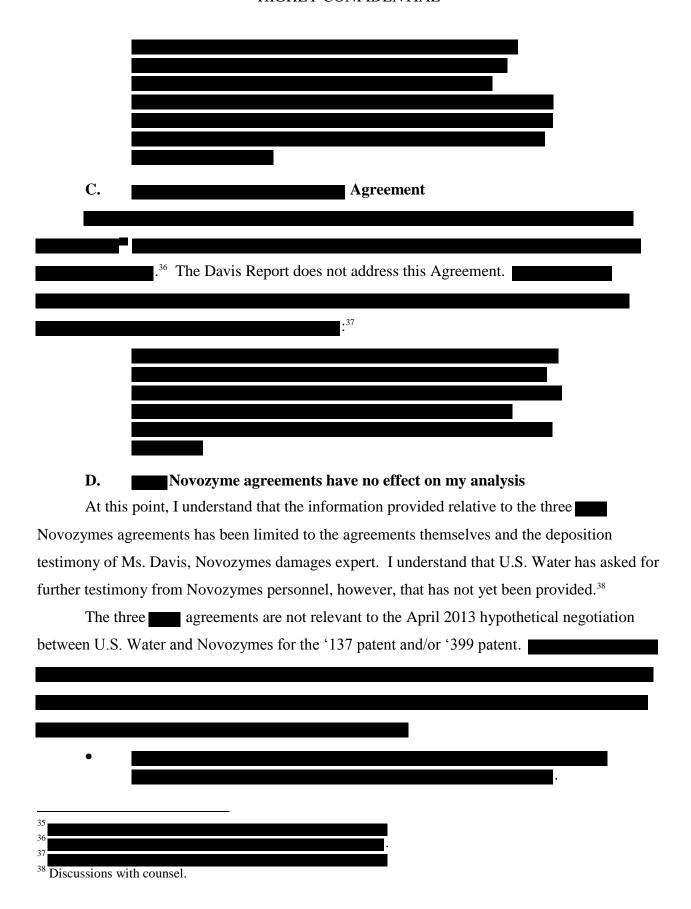
¹⁸ Bero Report 30.

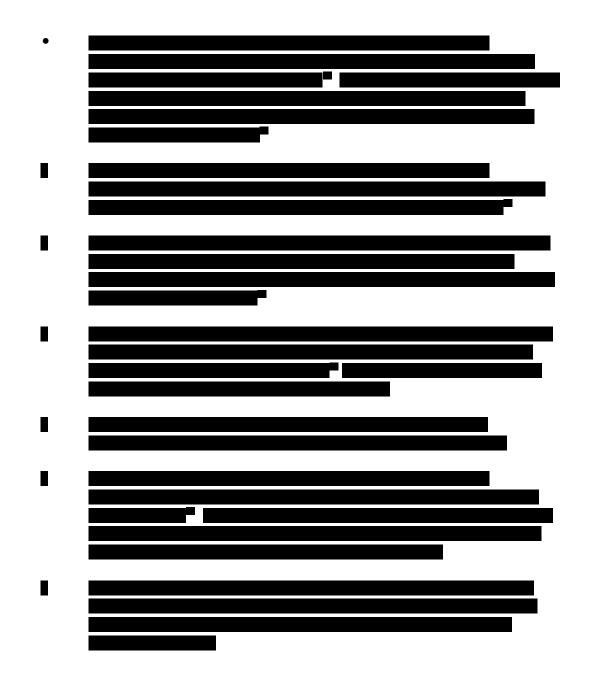
Since the issuance of the Bero Report, Novozymes has produced three Novozyme
agreements with agreements. The Davis Report addresses two of the three agreements in its
section titled "customary rates in the industry." 19
section titled "customary rates in the industry."
·
A. Agreement
.21 The Davis Report addresses this agreement under a section titled
"customary rates in the industry." ²² Of the two agreements it addresses, the Davis Report
suggests that
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Davis Report 23-26.
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²² Davis Report 23.
²³ Davis Report 44.
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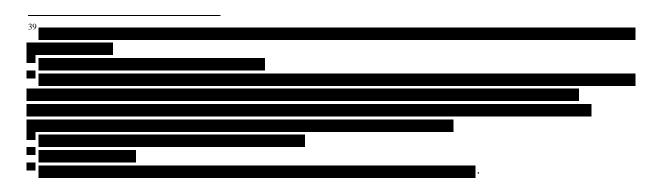
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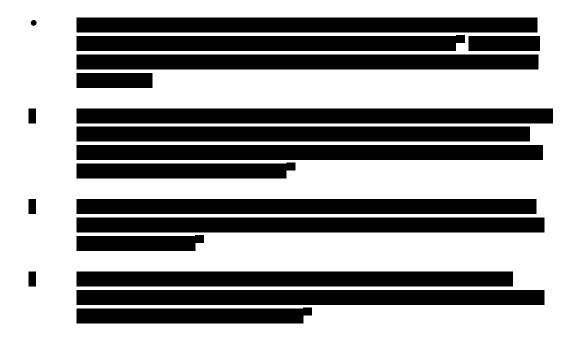


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V. Novozymes and Genencor 2007 Judgment – no effect on my analysis

Judge Kent Jordan's ruling dated February 16, 2007 in the *Novozymes A/S v. Genencor International, Inc. and Enzyme Development Corporation* litigation ("2007 Judgment") is referred to by the Davis Report as a relevant factor considered in the hypothetical negotiation. The Davis Report used this 2007 Judgment to provide its high end of the starting point range of royalty rates (20%).⁴⁹ The Judgment is also addressed in the Davis Report's discussion of "customary rates in the industry" section.⁵⁰ According to the 2007 Judgment, Novozymes sued Genencor International, Inc. alleging infringement of its '031 patent.⁵¹ The '031 patent related to variant alpha-amylase enzymes used in the production of fuel ethanol.⁵² Judge Jordan concluded that a reasonable royalty was 20% of sales for products in the U.S. fuel ethanol market and 8% for other markets.⁵³



Davis Report 25, 44.

⁵⁰ Davis Report 25.

⁵¹ Post-Trial Findings of Fact and Conclusions of Law 1, 6.

⁵² Post-Trial Findings of Fact and Conclusions of Law 1. See also, DAVIS00000156 and Davis Report 25.

⁵³ Post-Trial Findings of Fact and Conclusions of Law 21.

In 1999, Novozymes began the manufacture and sale of its Liquozyme Products which eventually accounted for more than 80% of the dry mill fuel ethanol market.⁵⁴ However, I understand that none of Novozymes' Liquozyme alpha amylase products practiced the '031 patent.⁵⁵ In early 2002, Genencor acquired Enzyme BioSystems Limited ("EBS").⁵⁶ EBS developed and, beginning in 2004, started selling a competing and infringing alpha amylase under the brand name Spezyme Ethyl which had similar benefits as Liquozyme.⁵⁷

On August 24, 2006, Judge Jordan issued a Findings of Fact and Conclusions of Law in which he concluded that Genencor infringed certain claims of the '031 patent.⁵⁸ Of the 29 Spezyme Ethyl customers that Genencor had in 2006, 22 of them either switched or agreed to switch to other Genencor products.⁵⁹

This suggests that the infringer, Genencor, had a replacement product available and acceptable to most of its customers. There apparently also were other replacement products acceptable and available on the market since Novozymes' own alpha amylase products did not use the '031 patent.⁶⁰ No such acceptable replacement product for Phytaflow was available to Novozymes in the hypothetical negotiation at hand.

Novozymes' damages expert, Ms. Julie Davis, testified to a 25% royalty of Spezyme Ethyl sales to the fuel ethanol market and an 8% royalty on other Spezyme sales, those outside of the fuel ethanol market. Ms. Davis approached the hypothetical negotiation through two different analyses. First, she applied a method that she called the "rule of thumb." Second, Ms. Davis applied a method that she called the 'analytical method. According to the analytical method, the parties would compare the expected profit margin of the infringing product to the typical profit margin for the relevant business. At a minimum, the 2007 Judgment differs from the hypothetical negotiation as it involves different technology and the licensee had a

⁵⁴ Post-Trial Findings of Fact and Conclusions of Law 7-8.

⁵⁵ Post-Trial Findings of Fact and Conclusions of Law 7. See also, DAVIS00000156.

⁵⁶ Post-Trial Findings of Fact and Conclusions of Law 8.

⁵⁷ Post-Trial Findings of Fact and Conclusions of Law 9.

⁵⁸ Post-Trial Findings of Fact and Conclusions of Law 13.

⁵⁹ Post-Trial Findings of Fact and Conclusions of Law 13. Of the seven remaining customers, three switched to Liquozyme and four were testing products from sources other than Genencor.

⁶⁰ Post-Trial Findings of Fact and Conclusions of Law 7. See also, DAVIS00000156.

⁶¹ Post-Trial Findings of Fact and Conclusions of Law 12, 24.

⁶² Post-Trial Findings of Fact and Conclusions of Law 23.

⁶³ Post-Trial Findings of Fact and Conclusions of Law 23.

⁶⁴ Post-Trial Findings of Fact and Conclusions of Law 24.

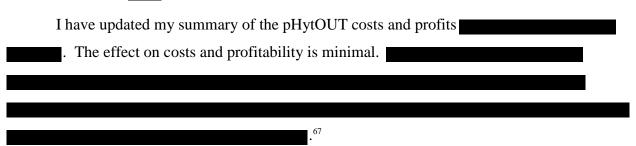
demonstrated replacement product available and acceptable to most of its customers. The 2007 Judgment is not relevant to the hypothetical negotiation at hand and does not affect my analysis. In the event the 2007 Judgment was considered relevant to the matter at hand, Novozymes damages expert, Ms. Davis, used the analytical method, which was also used in the Bero Report as a quantitative consideration under the income approach and which suggests a value of more than \$8.00 per pound in the hypothetical negotiation.⁶⁵

VI. Royalty base

I understand that there are legal disputes over whether allegedly infringing sales should or should not be included in the royalty base due to issues related to direct versus indirect infringement as well as for a should or should not be included in the royalty base.

Depending on the outcome of their legal disputes, I may be asked to include or exclude allegedly infringing sales as appropriate.

VII. pHytOUT costs



VIII. My opinion continues to be that a reasonable royalty is \$8.00 per pound

In the Bero Report, I described the \$5.00 to \$10.00 per Phytaflow pound starting point royalty rate range in detail.⁶⁸ The supplemental data and analysis contained herein further confirm the \$5.00 to \$10.00 per pound starting point royalty rate range.⁶⁹

⁶⁵ Bero Report 26-27.

⁶⁶ Davis Report 52; discussion with counsel.

⁶⁷ Schedule 6.0; Bero Report Schedule 6.0.

⁶⁸ Bero Report 21-29; Bero Report **Schedule 2.0**.

⁶⁹ Schedule 2.0.

With that starting point royalty rate range, I addressed the various additional relevant hypothetical negotiation considerations in the Bero Report throughout the discussion of the *Georgia-Pacific* Factors. Under *Georgia-Pacific* Factors #14 and #15, as well as my Opinion section, I highlighted and summarized key considerations the parties would have reasonably been aware of at the time of the April 2013 hypothetical negotiation, and I concluded that a reasonable royalty rate is \$8.00 per pound. The supplemental data and analysis contained herein further confirm a reasonable royalty rate of \$8.00 per pound.

IX. Conclusion

My opinions and analyses contained herein are based upon information that is presently known to me. If additional information is made available, I may update my opinions and analyses accordingly. At this point, I have quantified damages through December 31, 2014. I may be asked to provide updated calculations or interest calculations as appropriate, and I will update damages upon receipt of additional allegedly infringing sales or additional relevant information accordingly. Also, to the extent that I am asked to provide a post-judgment royalty analysis, I will do so accordingly. I also note that these damages included in my analysis do not contain any potential residual ongoing future damages resulting Novozymes' alleged infringement with its significantly lower prices.

Respectfully submitted,

Richard F. Bero, CPA, CVA

June 30, 2015

⁷⁰ Bero Report 29-37.

⁷¹ Bero Report 36-39.

DATA AND OTHER INFORMATION CONSIDERED - AS OF THE APRIL 1, 2015 BERO RERPORT:

LEGAL FILINGS:

First Amended Complaint dated February 20, 2014

Memorandum in Support of Novozymes' Motion to Dismiss for Failure to State a Claim Upon Which Relief Can Be Granted and to Stay Discovery dated February 26, 2014 Preliminary Pretrial Conference Order dated March 4, 2014

Plaintiffs' Opposition to Defendants' Motion to Dismiss for Failure to State a Claim Upon Which Relief Can Be Granted and Opposition to Defendants' Motion to Stay Discovery dated March 19, 2014

Reply Memorandum in Support of Novozymes' Motion to Dismiss for Failure to State a Claim Upon Which Relief Can Be Granted and to Stay Discovery dated March 31, 2014

Opinion and Order dated June 11, 2014

Plaintiffs' Answer to Defendants' Counterclaims to Plaintiffs' First Amended Complaint dated July 16, 2014

Stipulated Protective Order dated July 24, 2014

Exhibit A signed by Richard Bero dated November 19, 2014

Defendants Novozymes A/S and Novozymes North America, Inc.'s Amended Answer and Counterclaims to U.S. Water Services, Inc. and Roy Johnson's First Amended Complaint dated November 10, 2014

Defendants Novozymes A/S and Novozymes North America, Inc.'s Amended Answer and Counterclaims to U.S. Water Services, Inc. and Roy Johnson's First Amended Complaint dated November 14, 2014

Plaintiffs' Answer to Defendants' Amended Answer and Counterclaims to Plaintiffs' First Amended Complaint dated December 1, 2014

INTERROGATORIES:

Objections and Responses to Novozymes' Third Set of Interrogatories (No. 17) to U.S Water Services, Inc.dated November 3, 2014

Second Supplemental and Amended Objections and Responses to Novozymes' Second Set of Interrogatories (nos. 15-16) to U.S Water Services, Inc. dated November 14, 2014 Fourth Supplemental Objections and Responses to Novozymes' First Set of Interrogatories (Nos. 1-14) to U.S Water Services, Inc. dated November 18, 2014

Novozymes' Third Supplemental Responses to Plaintiffs First Set of Interrogatories dated November 14, 2014

Novozymes' First Supplemental Responses to Plaintiffs Second Set of Interrogatories (Nos. 12-15) dated November 14, 2014

Novozymes' First Supplemental Responses to Plaintiffs Third Set of Interrogatories (Nos. 16-18) dated November 14, 2014

Novozymes' First Supplemental Responses to Plaintiffs Fourth Set of Interrogatories (Nos. 19-21) dated November14, 2014

U.S. PATENTS AT ISSUE:

United States Patent - Patent No. US 8,415,137 B2 - Preventing Phytate Salt Deposition in Polar Solvent System issued on April 9, 2013 United States Patent - Patent No. US 8,609,399 - Reducing Insoluble Deposit Formation in Ethanol Production issued on December 17, 2013

EXPERT REPORTS:

Expert Report of Scott D. Kohl Regarding Invalidity of the Patents-In-Suit dated November 18, 2014 Expert Report of Eric Dorn Regarding Infringement dated November 18, 2014 Corrected Expert Report of Rodney Simms Regarding Validity dated December 18, 2014

DEPOSITIONS:



U.S. WATER SERVICES DOCUMENTS WITH BATES STAMPS:

USW-N00000176

USW-N00049963 - 00049974

USW-N00005552 - 00005566

USW-N00005568 - 00005579

USW-N00005581 - 00005593

USW-N00005595 - 00005607

USW-N00005609 - 00005620

USW-N00005622 - 00005634

USW-N00005636 - 00005648

USW-N00049975 - 00049986

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USW-N00055409 - 00055421

USW-N00056530-001

USW-N00110519

USW-N00110842

USW-N00110873

USW-N00110930 - 00110940

NOVOZYMES DOCUMENTS WITH BATES STAMPS:

NZ-USW00000059

NZ-USW00000106 - 00000126

NZ-USW00000184

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13 of 25

NZ-USW00027273

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NZ-USW00027389

.......

NZ-USW00027394 NZ-USW00027400

117 11014/00007407

NZ-USW00027407

NZ-USW00027409 - 00027410

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NZ-USW00027420

NZ-USW00027423

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NZ-USW00027566 - 00027567

NZ-USW00027569

NZ-USW00027573

NZ-USW00027577 - 00027578

NZ-USW00027585

NZ-USW00027595

NZ-USW00027606

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NZ-USW00027655 - 00027656

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NZ-USW00027673

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NZ-USW00027708

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NZ-USW00027714

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NZ-USW00027723 - 00027725

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NZ-USW00027744

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NZ-USW00027759

NZ-USW00027761

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NZ-USW00027771

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NZ-USW00027796

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NZ-USW00027999

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142 000000020000

NZ-USW00028057

NZ-USW00028064

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NZ-USW00028589

NZ-USW00028592

NZ-USW00028594

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NZ-USW00028649

NZ-USW00028653

NZ-USW00028656

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INDEPENDENT RESEARCH:

WEBSITES:

http://www.novozymes.com/en/solutions/bioenergy/starch-based-ethanol/viscosity-reduction/Phytaflow/Pages/default.aspx
https://web.archive.org/web/20130829121000/http://novozymes.com/en/solutions/bioenergy/starch-based-ethanol/viscosity-reduction/Phytaflow/Pages/default.aspx
https://web.archive.org/web/20140612181634/http://novozymes.com/en/solutions/bioenergy/starch-based-ethanol/viscosity-reduction/Phytaflow/Documents/2013-06976-01-Phytaflow.pdf
http://report2012.novozymes.com/service/download-report/the-novozymes-report-2012.pdf

EXISTING CASE LAW:

Aro Mfg. Co. v. Convertible Top Replacement Co., 377 U.S. 476, 507 (1964)
Georgia-Pacific Corp. v. U.S. Plywood Corp., 318 F. Supp. 1116, 1120 (S.D.N.Y. 1970)
Fromson v. Western Litho Plate & Supp. Co., 853 F.2d 1568, 1575 (Fed. Cir. 1988)
Rite-Hite Corp. v. Kelley Co., 56 F.3d 1538, 1545 (Fed. Cir. 1995)
Lucent Techs., Inc. v. Gateway, Inc., 580 F.3d 1301, 1324-1325, 1333-1334 (Fed. Cir. 2009)
LaserDynamics, Inc. v. Quanta Computer, Inc., 694 F.3d 51(Fed. Cir. 2012)
Ericsson, Inc., v. D-Link Systems, Inc. (Fed. Cir. 2014)

OTHER:

35 U.S.C. § 284 (1994)

Compensatory Damage Issues in Patent Infringement Cases: A Handbook for Federal District Court Judges 3, Jan. 2010

DATA AND OTHER INFORMATION CONSIDERED - RECEIVED AFTER BERO REPORT DATED APRIL 1, 2015:

ADDITIONAL LEGAL FILINGS - OTHER MATTER:

Post-Trial Findings of Fact and Conclusions of Law dated February 16, 2007, Novozymes A/S v. Genencor International, Inc. and Enzyme Development Corporation 05-160-KAJ (D. Del.)

ADDITIONAL EXPERT REPORTS OF:

Expert Report of Scott D. Kohl, Ph.D. Regarding Damages dated May 1, 2015 Rebuttal Expert Report of Julie L. Davis dated May 1, 2015 Supplemental Rebuttal Expert Report and Disclosure of Julie L. Davis dated June 11, 2015

ADDITIONAL DEPOSITIONS:

ADDITIONAL U.S. WATER SERVICES DOCUMENTS WITH BATES STAMPS:

USW-N00002768-00002772

USW-N00013874-00013879

USW-N00022360-00022361

USW-N00040408-00040413

USW-N00056497

USW-N00109279-00109298

USW-N00109680-00109685

USW-N00109680-00109685

USW-N00110923-00110929

USW-N00110941-00110942

USW-N00110944

USW-N00111888

USW-N00111934-00111948

USW-N00113677

USW-N00113691-00113699

ADDITIONAL NOVOZYMES DOCUMENTS WITH BATES STAMPS:

NZ-USW00011684-00011692

NZ-USW00027009-00027014

NZ-USW00029067-00029125

NZ-USW00029133-00029155

NZ-USW00029181-00029390

NZ-USW00030655

DAVIS DOCUMENTS WITH BATES STAMPS:

DAVIS00000145-476

ADDITIONAL DOCUMENTS WITHOUT BATES STAMPS:

Equipment Services Website Page: uswaterservices.com/our-services/equipment-services

Engineering Services Website Page: uswaterservices.com/our-services/engineering-services

DuPont Industrial Biosciences Company History Website Page: biosciences.dupont.com/about-us/history/

The Novozymes History Website Page: novozymes.com/en/about-us/facts-about-Novozymes-history/Pages/default.aspx About DuPont Industrial Biosciences Website Page: biosciences.dupont.com/about-us/
Ethanol Producer Magazine Website Page: ethanolproducer.com/plants/listplants/US/Existing/Sugar-Starch/

ADDITIONAL INDEPENDENT RESEARCH:

WEBSITES:

http://www.ethanolrfa.org/pages/statistics

Any additional documents, websites or other information referenced throughout this report.



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PROFESSIONAL EXPERIENCE:

The BERO Group / Corporate Financial Advisors, LLC

Managing Director Waukesha, Wisconsin

December 1995-Present

Mr. Bero founded Corporate Financial Advisors in 1995 and served as Managing Director. The BERO Group evolved from Corporate Financial Advisors and Mr. Bero serves as Managing Director. Mr. Bero provides financial and accounting consulting services and expert testimony pertaining to valuation issues and financial damages issues.

Coopers & Lybrand

Manager – Litigation & Claims Services Milwaukee, Wisconsin

1994-1995

Mr. Bero was the Manager and Practice Leader of the Coopers & Lybrand Milwaukee Litigation & Claims Services practice.

Peterson Consulting Limited Partnership

Executive Consultant Milwaukee, Wisconsin Chicago, Illinois

1989-1994

1987-1989

Mr. Bero provided litigation and business dispute support services to trial attorneys and corporate counsel.

EDUCATION:

University of Wisconsin-Madison

1986

Bachelor of Business Administration Accounting and Finance

ACTIVITIES/OTHER:

Intellectual Property Valuation Instructor - National Association of Certified Valuation Analysts

Licensing Executives Society – Co-Chair Wisconsin Chapter – 2006-2008

Intellectual Property Owners Association – Damages Committee Member – 2004-present

National Association of Certified Valuation Analysts, CVA

Wisconsin Institute of Certified Public Accountants:

Board of Directors – 2000-2002

Chairman CPA's In Industry – Committee 1997-1999

Outstanding Committee Chairperson Award – 1997-1998

American Institute of Certified Public Accountants

Becker CPA Review – Instructor 1995-1998

Illinois Certified Public Accountant Society

PRESENTATIONS:

April 2014 Michigan Intellectual Property Law Association

Hot Topics in Patent Damages

Troy, Michigan

May 2013 Hot Topics in Patent Royalty Damages

Business Valuation Resources Online Symposium on Economic Damages:

Part 3

Chicago, Illinois

September 2011 WestLegalEdcenter Webinar

Recent Patent Damages Decisions – What is the Effect

August 2011 WestLegalEdcenter Webinar

Constructing Royalty Rate Damages

January 2011 The Evolution of the Entire Market Value Rule

Business Valuation Resources Webinar Series on Advanced Topics

in Lost Profits Damages

Chicago, Illinois

September 2010 Patent Damages: Managing the Risks and Contingent Costs

Business Valuation Resources / Morningstar Summit on Best Practices

in Valuing Intellectual Property

Chicago, Illinois

March 2010 Tianjin Bar Association

Damage Analysis Techniques and Considerations in U.S. Patent Litigations

Tianjin, China

March 2010 Beijing Lawyers Association

Damage Analysis Techniques and Considerations in U.S. Patent Litigations

Beijing, China

December 2009 Milwaukee Bar Association

Constructing Royalty Rate Damages

Milwaukee, Wisconsin

October 2009 Michigan Intellectual Property Law Association

Constructing Royalty Rate Damages

Detroit, Michigan

June 2009 Licensing Executive Society – Chicago Chapter

Constructing Royalty Rates

Chicago, Illinois

March 2009 Milwaukee Bar Association

Patent Infringement Damages - Working Effectively With Your

Damages Expert Milwaukee, Wisconsin

January 2009 Wisconsin Intellectual Property Law Association

Constructing Royalty Rates Milwaukee, Wisconsin

November 2008 Licensing Executive Society – Minnesota Chapter

Constructing Royalty Rates Minneapolis, Minnesota

October 2008 American Intellectual Property Law Association – Annual Meeting

Constructing Royalty Rates

Washington, D.C.

October 2008 Minnesota Intellectual Property Law Association

Constructing Royalty Rates Minneapolis, Minnesota

June 2008 Presentation to Judges and IP attorneys in China

The Development of Patent Damages

Shenzhen, China

May 2008 Licensing Executive Society International – Spring Conference

Avoiding Intellectual Property Hurdles in the U.S. - The View from China

Roundtable Moderator Chicago, Illinois

March 2008 Marquette Law School

Royalty Damages in Patent Litigation Guest Instructor – IP Litigation Class

Milwaukee, Wisconsin

October 2007 Guarding the Treasure: IP Valuation & Remedies Panelist

Sponsored by Foley & Lardner

New York, New York

October 2007 Shanghai Bar Association

Patent Litigation & Valuation – Real World Examples in the U.S.

Shanghai, China

October 2007 Shenzhen Society of Certified Public Appraisers

Intellectual Property, Valuation and Damages Analysis - Real World

Examples in the U.S. Shenzhen, China

May 2007 Shanghai Intellectual Property Service Center

Intellectual Property in the U.S.: Opportunities, Valuation & Litigation

Shanghai, China

May 2007 Shenzhen Bar Association

Managing and Understanding the Value of IP – Real World Examples

in the U.S. Shenzhen, China

October 2006 China Hi-Tech Fair 2006

Protection of Chinese Intellectual Property in the U.S.

Patent Damages & Ways to Avoid Infringement

Shenzhen, China

August 2006 Nanshan Sub-Bureau of Intellectual Property Administration

Intellectual Property Value Issues in the United States an Overview

for Chinese Businesses Shenzhen, China

March 2006 Milwaukee Bar Association

Hindsight is 20/20: Developing & Presenting Damages in Intellectual Property

Litigation and Complex Litigation

Milwaukee, Wisconsin

December 2005 Wisconsin Intellectual Property Law Association

Intellectual Property Damages Update & Discussion

Pewaukee, Wisconsin

October 2005 Licensing Executives Society – Annual Meeting

Facilitator: Advanced Practices Working Session III: To Sue or Not?

How to Decide Phoenix, Arizona

September 2005 Digital Fabrication 2005 Seminar

Panel Discussion: Intellectual Property

Baltimore, Maryland

September 2005 Intellectual Property Owner's Annual Meeting

Patent Infringement Damages Update and Discussion

Seattle, Washington

April 2005 Licensing Executives Society – Wisconsin Chapter

What's Reasonable: Royalty Damages in Patent Litigation

Fond Du Lac, Wisconsin

EXPERT WITNESS TESTIMONY – LAST FOUR YEARS:

U.S. Water Services, Inc. and Roy Johnson v. Novozymes A/S and Novozymes North America, Inc.

United State District Court – Western District of Wisconsin June 2015 (Deposition Testimony)

M2M Solutions, LLC v. Enfora, Inc., et al. United States District Court – District of Delaware May 2015 (Deposition Testimony)

M2M Solutions, LLC v. Motorola Solutions, Inc., et al. United States District Court – District of Delaware May 2015 (Deposition Testimony)

Ameritox, Ltd. and Marshfield Clinic v. Millennium Health, LLC United States District Court – Western District of Wisconsin April 2015 (Trial Testimony)
February 2015 (Deposition Testimony)

Henryk Oleksy v. General Electric Company United States District Court – Northern District of Illinois October 2014 (Deposition Testimony)

Minitab, Inc. v. EngineRoom, LLC
United States District Court – Middle District of Pennsylvania
October 2014 (Deposition Testimony)

Cognex Corp., and Cognex Technology & Investment, LLC v. Microscan Systems, Inc., and The Code Corporation
United States District Court - Southern District of New York
April 2014 (Trial Testimony)

September 2013 (Deposition Testimony)

Douglas Dynamics v. Buyers Products Company
United States District Court - Western District of Wisconsin
April 2014 (Trial Testimony)
October 2010 (Trial Testimony)
September 2010 (Deposition Testimony)

Cheese Systems, Inc. v. Tetra Pak Cheese and Powder Systems, Inc., et al. United States District Court – Western District of Wisconsin February 2014 (Deposition Testimony)

Split Pivot, Inc. v. Trek Bicycle Corporation United States District Court – Western District of Wisconsin December 2013 (Deposition Testimony)

In Re Innovatio IP Ventures, LLC, Patent Litigation United States District Court - Northern District of Illinois September 2013 (Trial Testimony) September 2013 (Deposition Testimony)

Sloan Valve Company v. Zurn Industries, Inc. and Zurn Industries, LLC United States District Court - Northern District of Illinois March 2013 (Deposition Testimony)

Nordock, Inc. v. Systems, Inc.
United States District Court - Eastern District of Wisconsin
March 2013 (Trial Testimony)
January 2013 (Deposition Testimony)
August 2012 (Deposition Testimony)

ABT Systems, LLC, et al. v. Emerson Electric Co. United States District Court - Eastern District of Missouri February 2013 (Trial Testimony) July 2012 (Deposition Testimony)

Illumination Management Solutions, Inc. v. Ruud Lighting, Inc. United State District Court - Eastern District of Wisconsin October 2012 (Deposition Testimony)

Rockwell Automation, Inc. et al. v. WAGO Corporation, et al. United State District Court - Western District of Wisconsin October 2012 (Trial Testimony)
August 2012 (Deposition Testimony)

Raymond Caluori v. One World Technologies, Inc.
United States District Court - Central District of California
June 2012 (Trial Testimony)
January 2012 (Deposition Testimony)

Michael Foods, Inc. v. National Pasteurized Eggs, Inc. United States District Court - Western District of Wisconsin June 2012 (Trial Testimony) April 2012 (Deposition Testimony)

Thermal Design, Inc. v. American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc.
United States District Court - Eastern District of Wisconsin
May 2012 (Deposition Testimony)

Wausau Homes Incorporated v. Everest Builders of Minocqua, Inc. United States District Court - Western District of Wisconsin April 2012 (Deposition Testimony)

Quad/Graphics, Inc. v. One2One Communications, LLC, et al. United States District Court - Eastern District of Wisconsin December 2011 (Trial Testimony)

Thermal Design, Inc. v. Guardian Building Products, Inc., et al. United States District Court - Eastern District of Wisconsin December 2011 (Deposition Testimony)

PUBLICATIONS:

The Comprehensive Guide to Lost Profits and Other Commercial Damages, "Patent Infringement Damages: Lost Profits and Royalties" (Chapter 25, 2014 3rd ed., BVR Publications)

April 2011 - CCH Business Valuation Alert, "The Uniloc Case: 25 Percent Rule of Thumb Rejected"

The Comprehensive Guide to Lost Profits, "Lost Profits Damages in Patent Infringement Lawsuits" (Chapter 19, 2011 ed., BVR Publications)

August 2009 – IP Law360 – "Demand for the Patented Product – Lower Bar?"

The Comprehensive Guide to Lost Profits, "Lost Profits Damages in Patent Infringement Lawsuits" (Chapter 12, 2009 ed., BVR Publications)

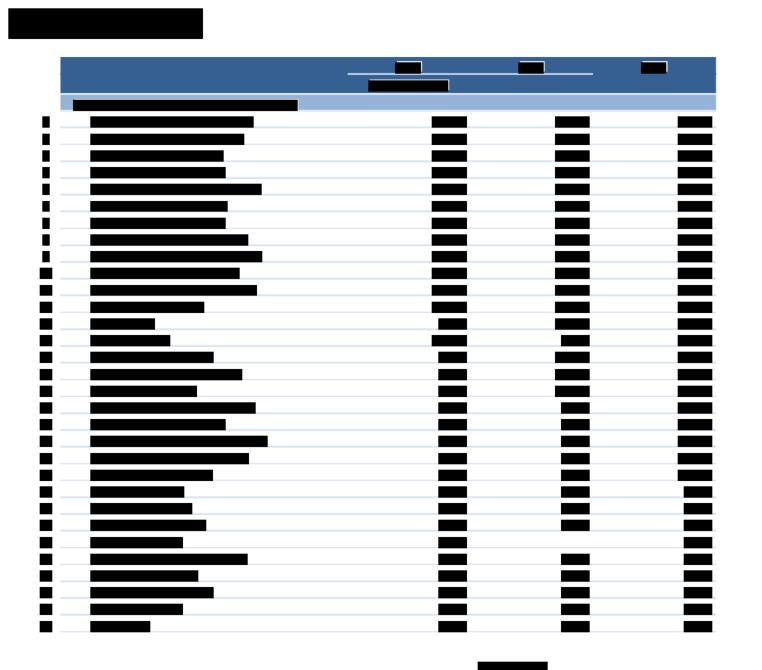
October 2008 – AIPLA White Paper – "Constructing Royalty Rates"

February 2008 – IP Law360 – "IP Litigation in China and the U.S."

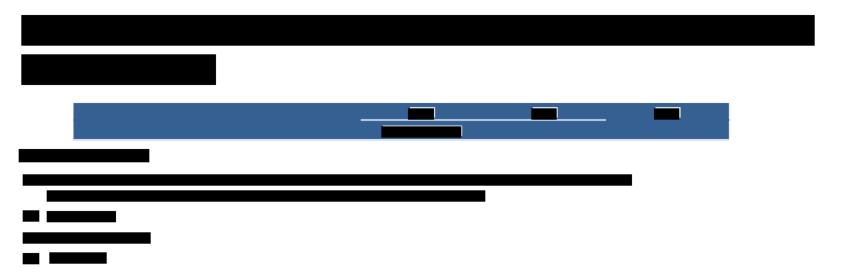
Global Intellectual Property Asset Management Report, "Intellectual Property Metrics Today: It Can Be Done" (June 2005 and July 2005)

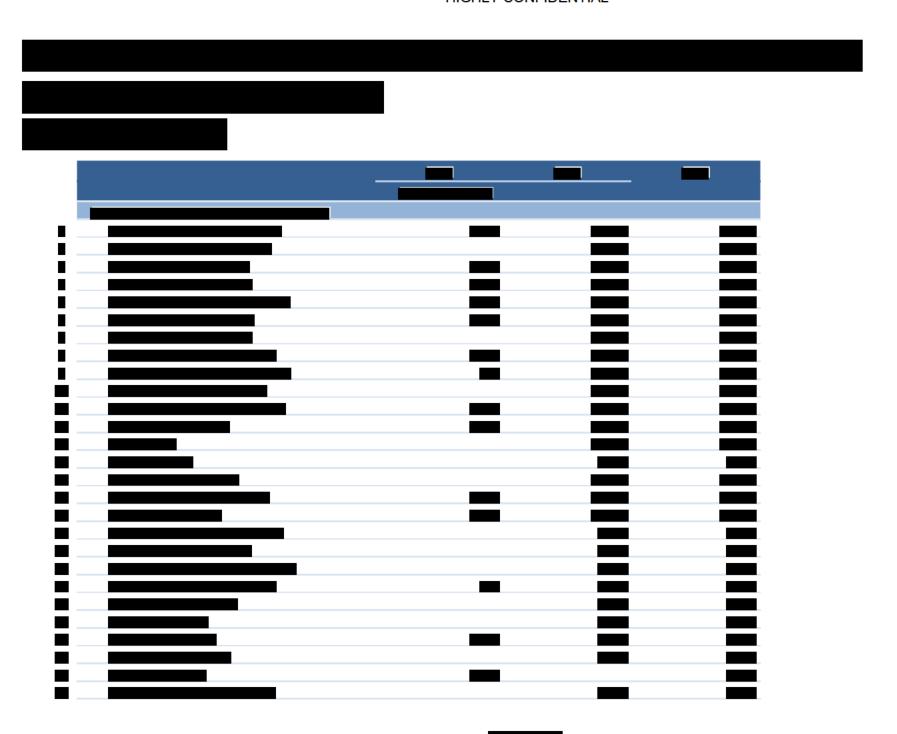
Proving and Pricing Construction Claims, "Claims for Lost Profit" (Chapter 14, 2nd ed., 1996, Wiley Law Publications)





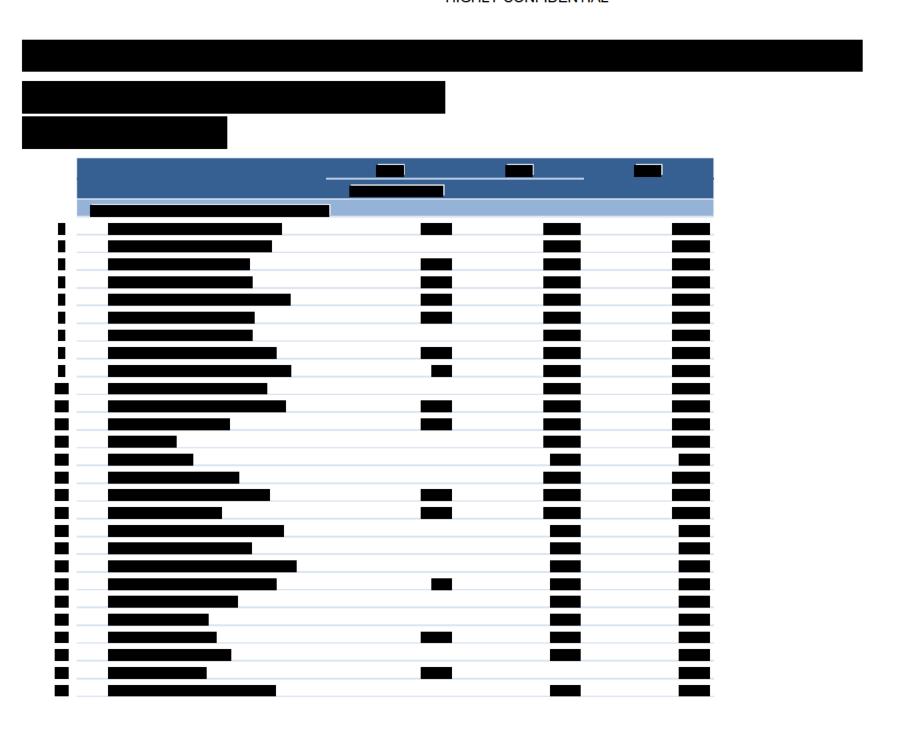






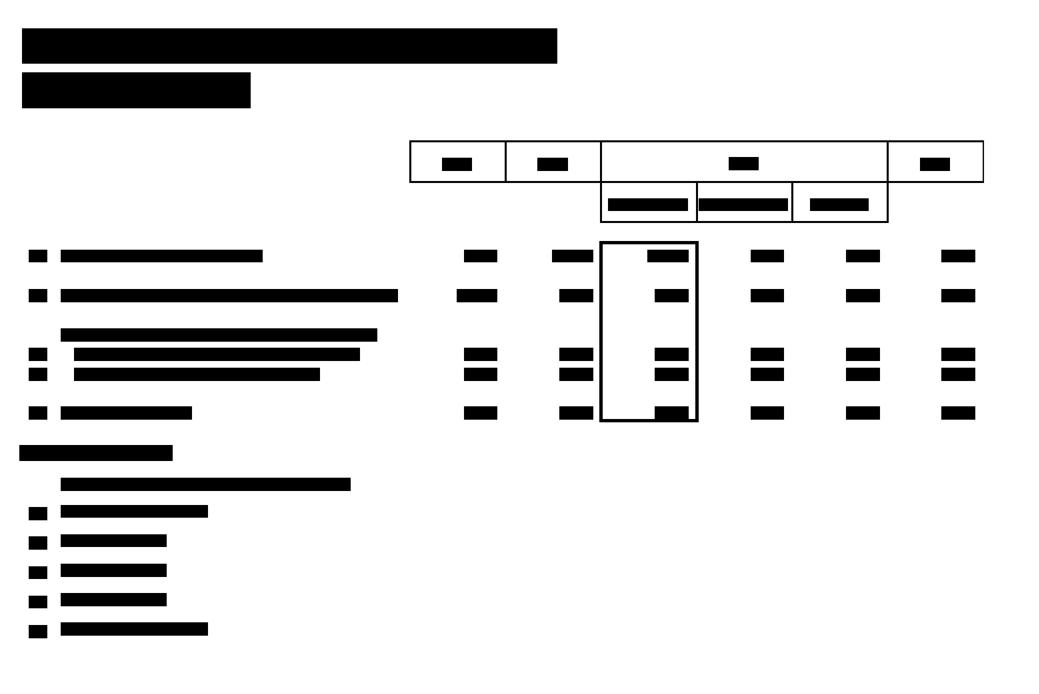


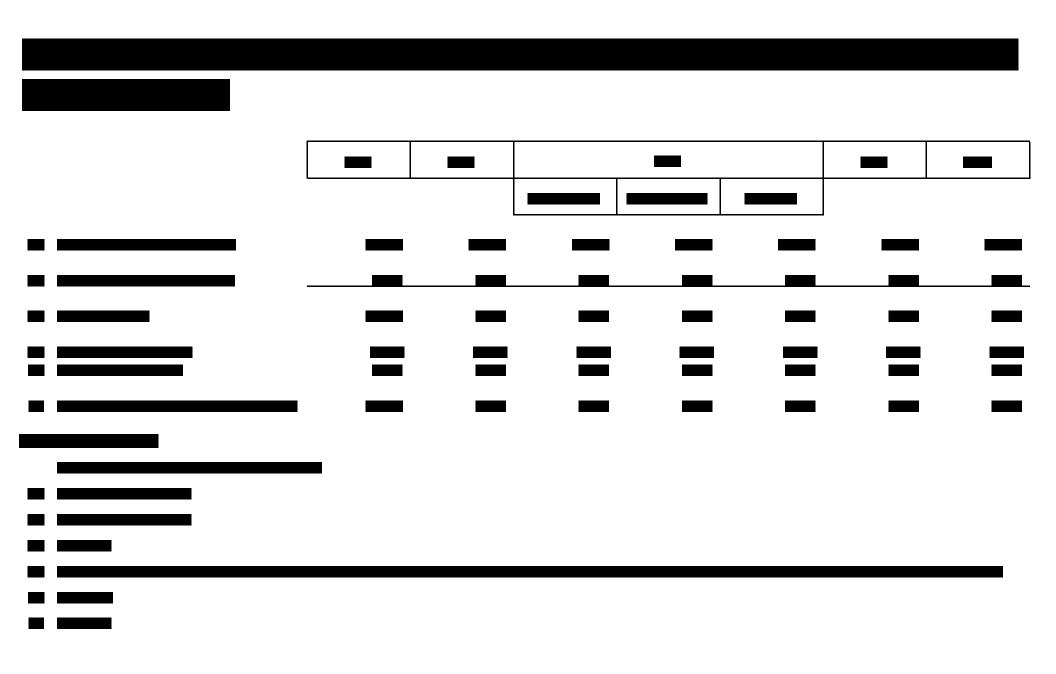




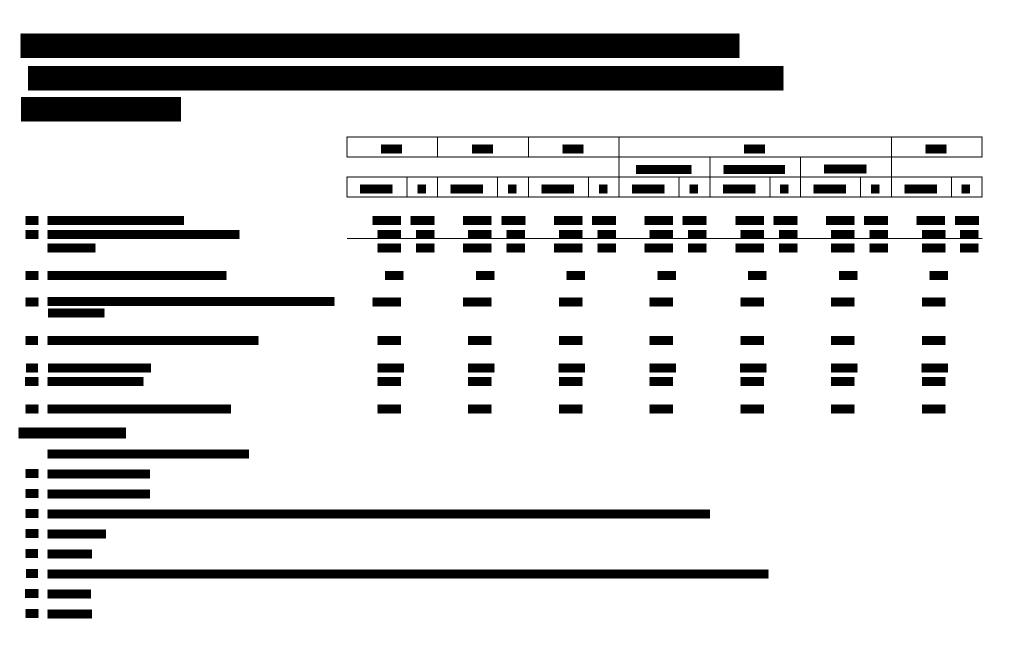


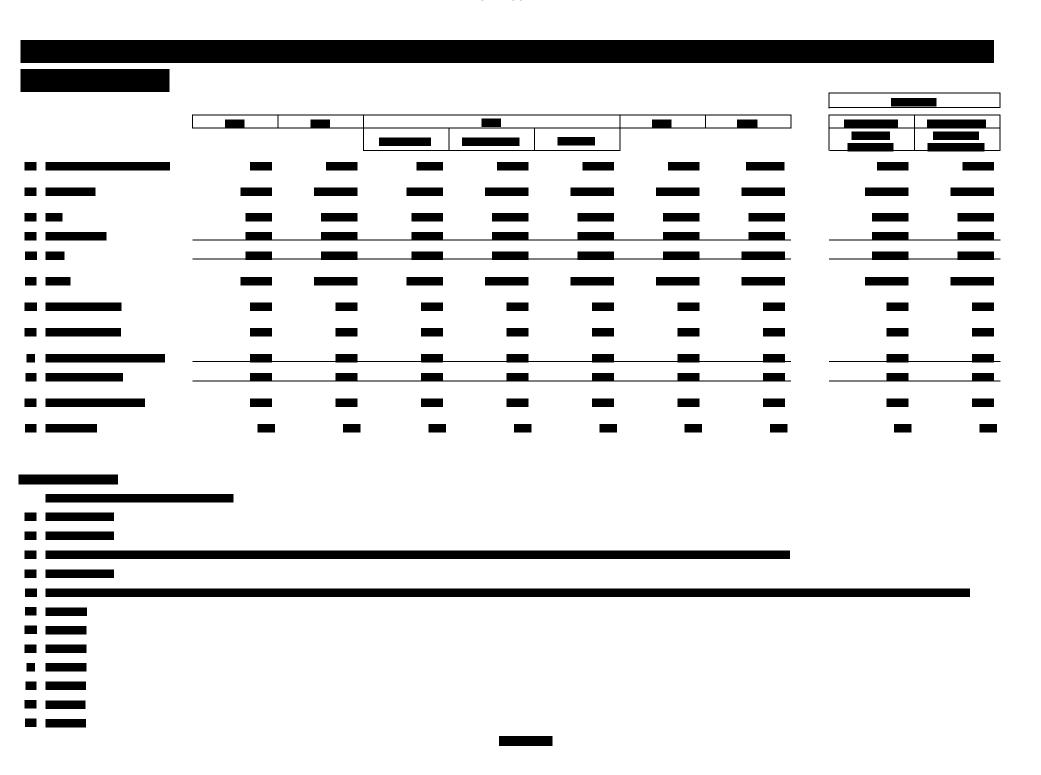


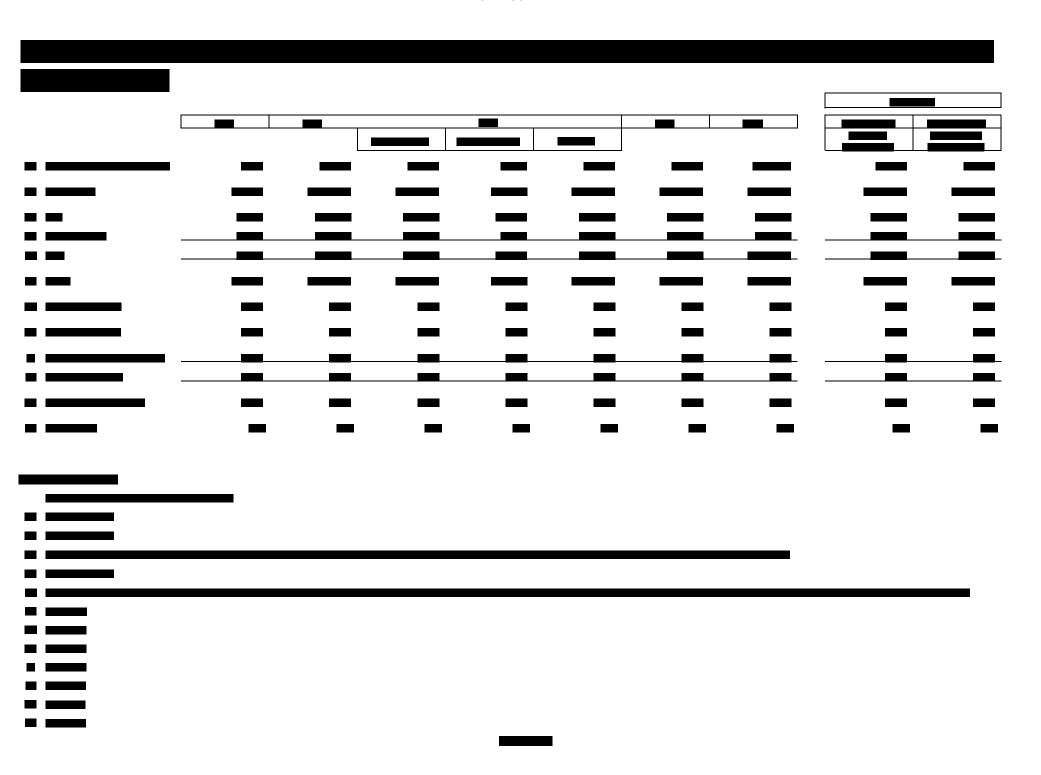


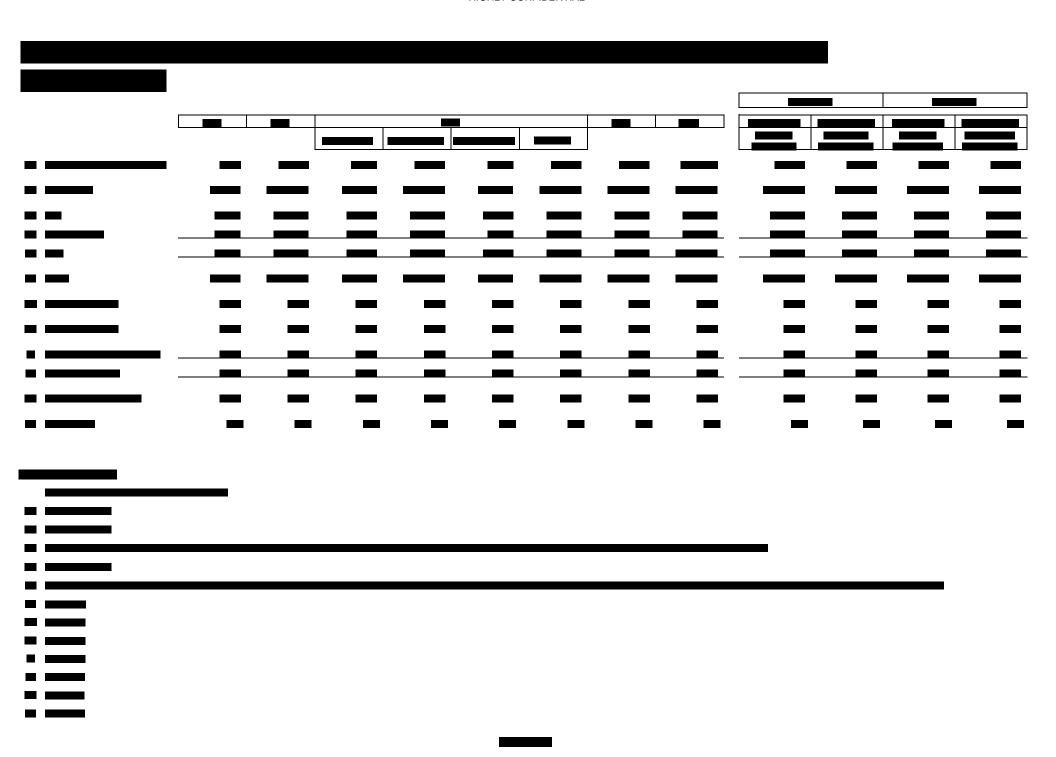


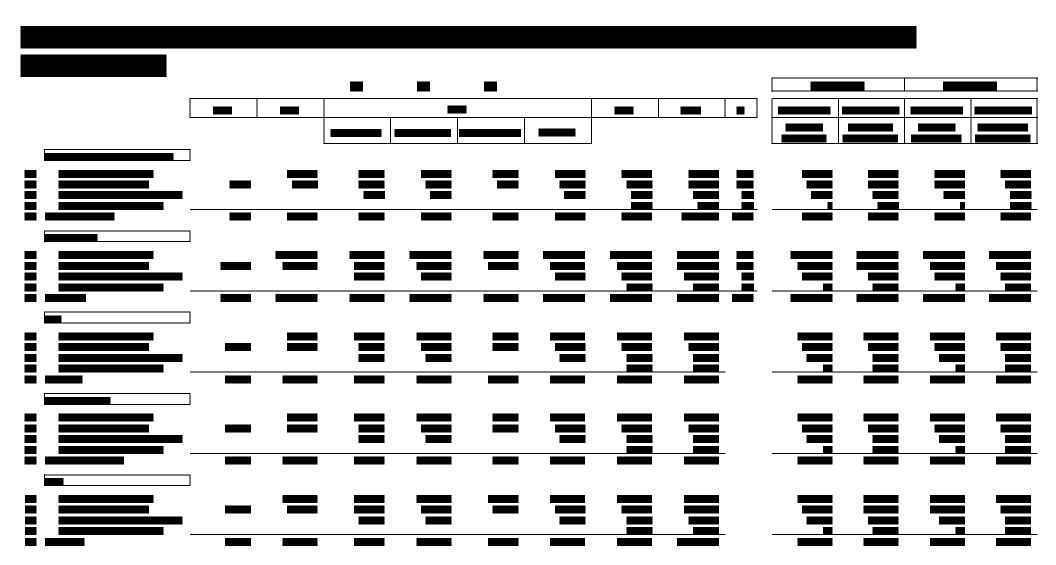


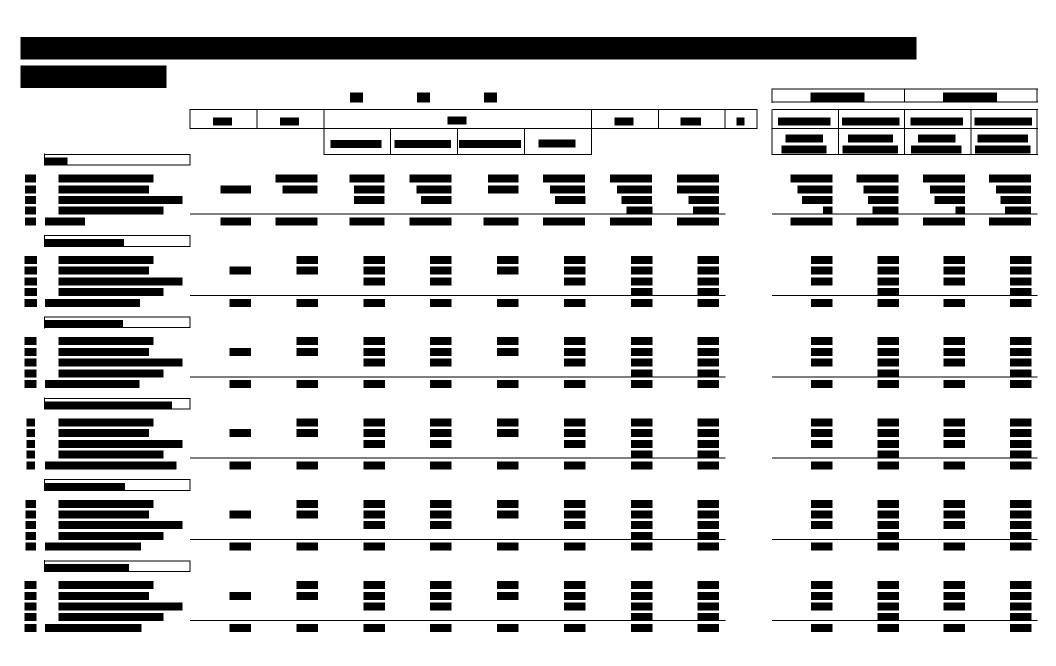


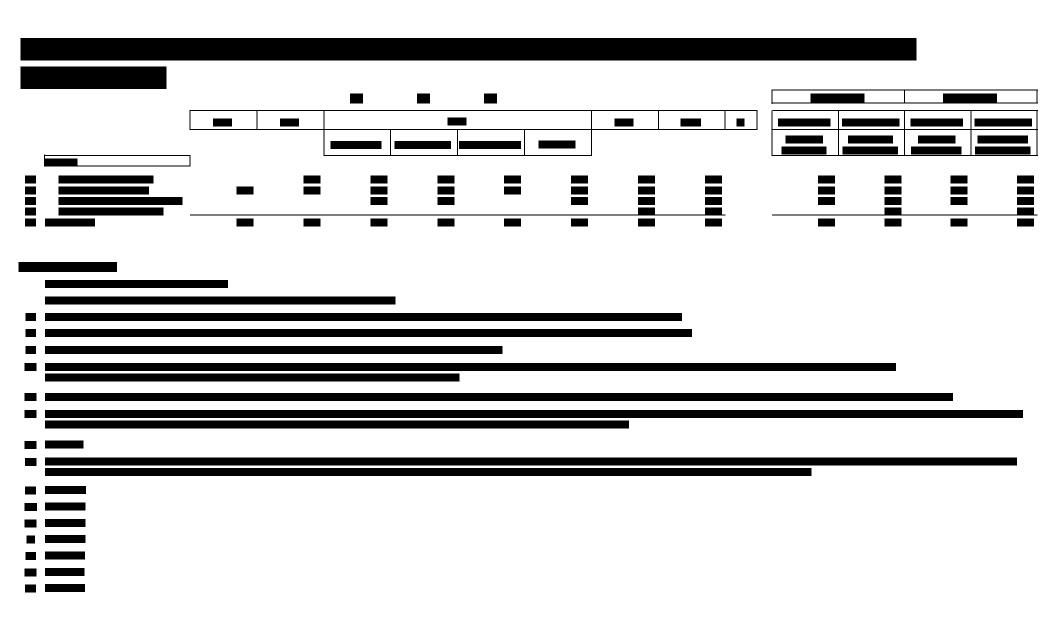


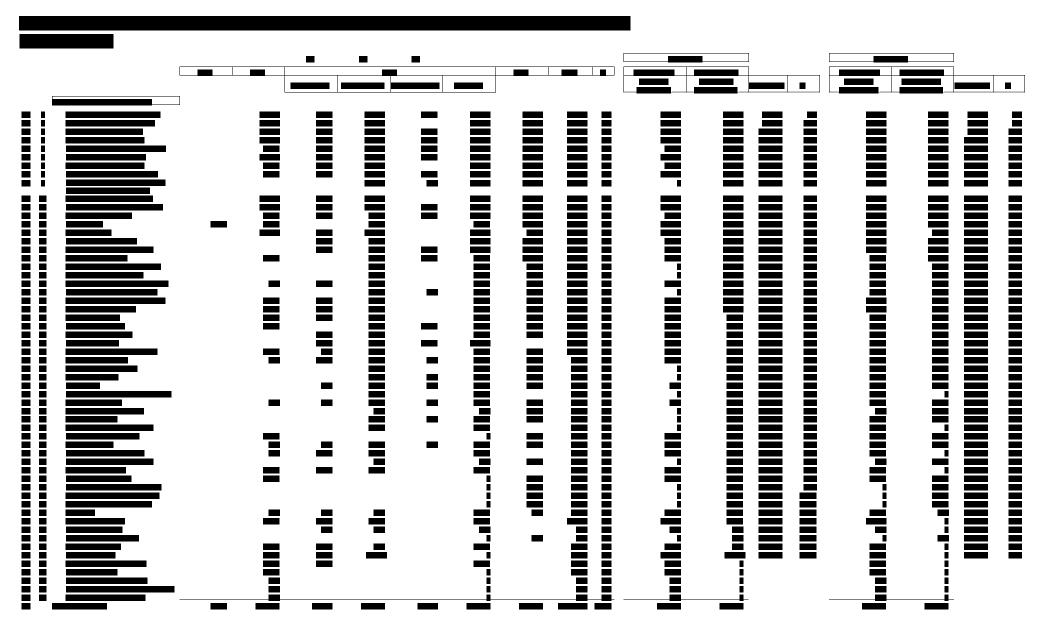


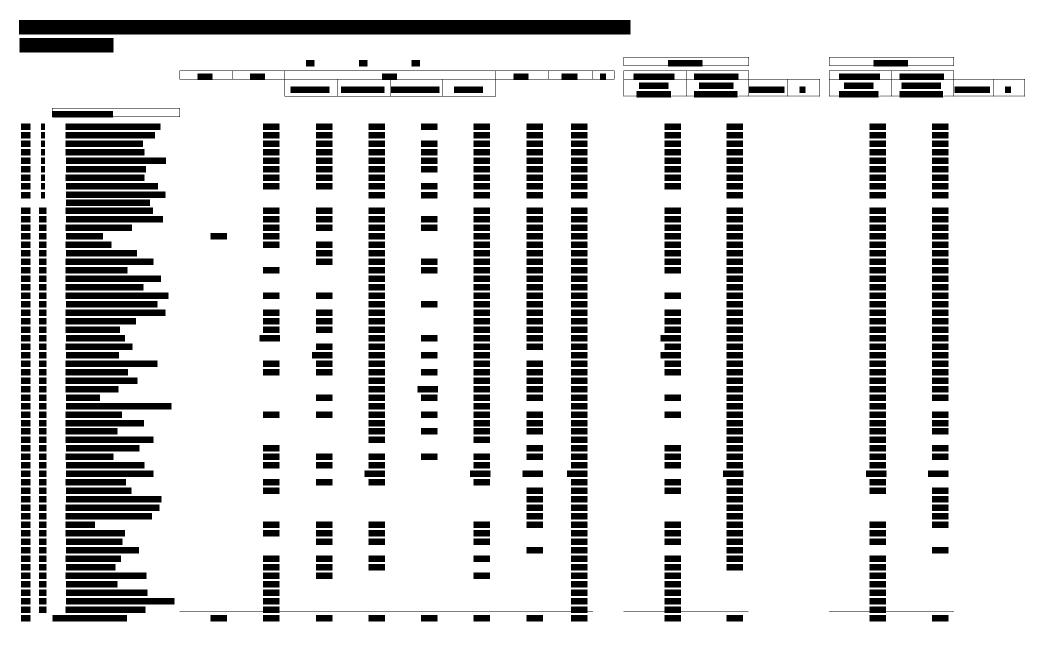


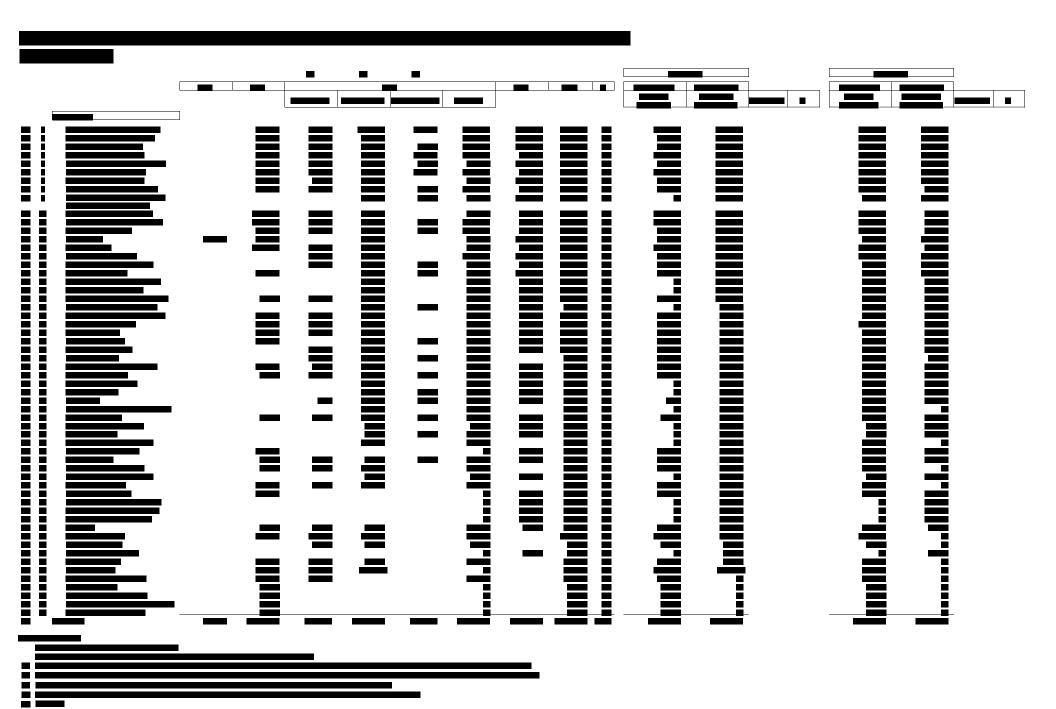


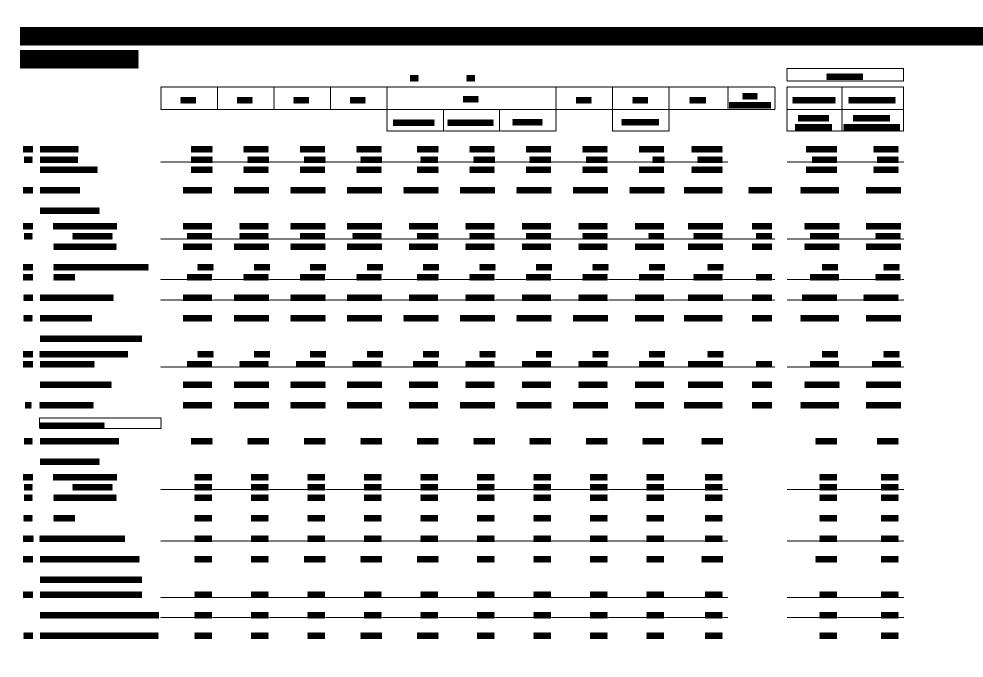


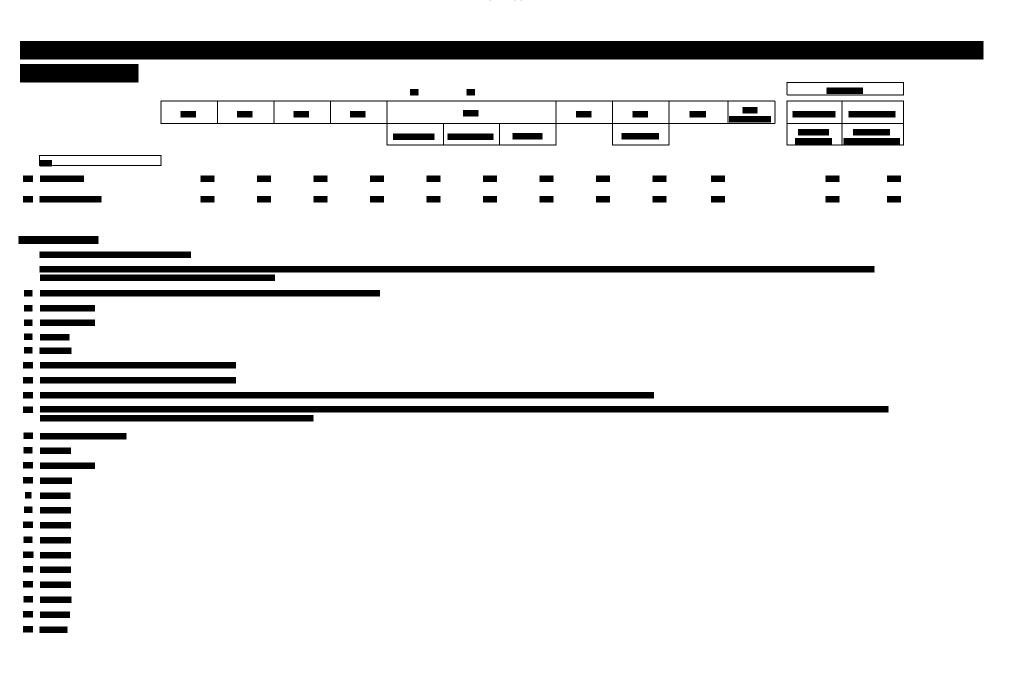


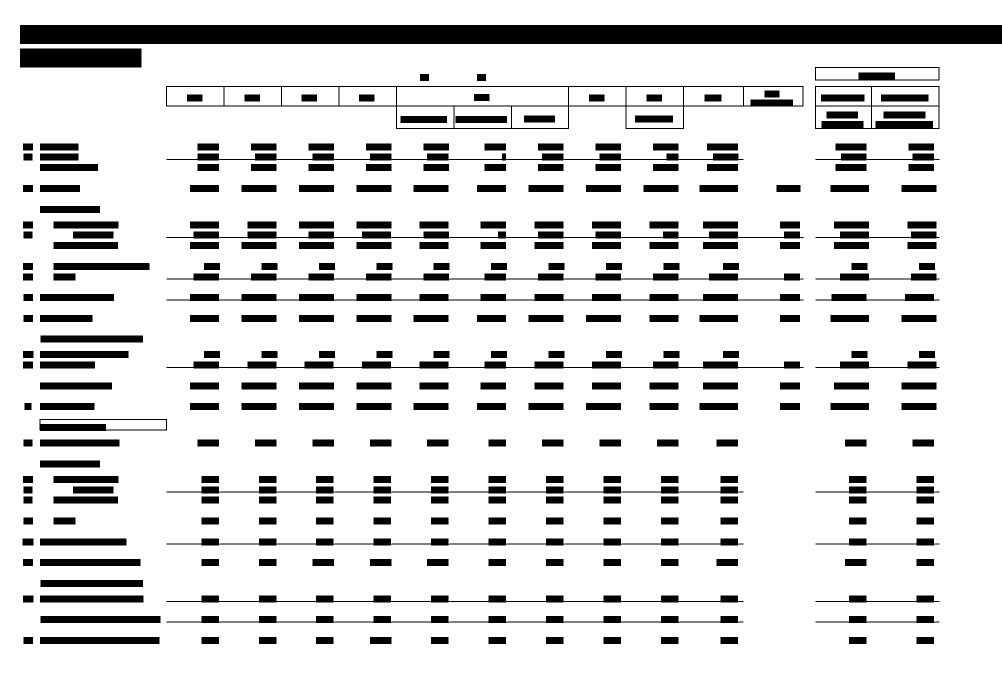




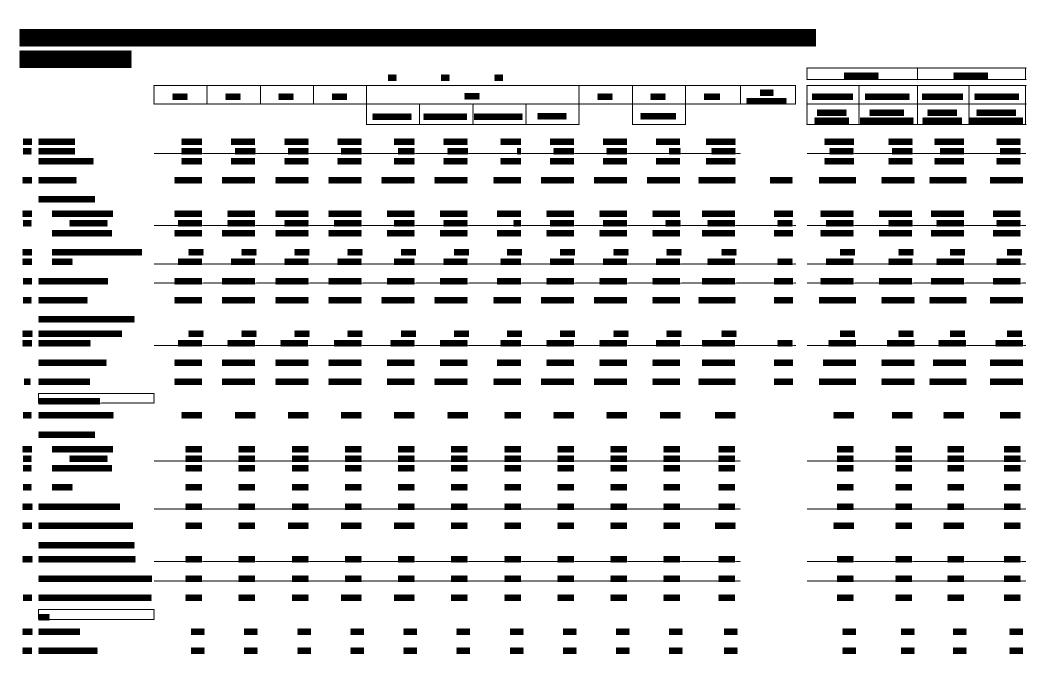


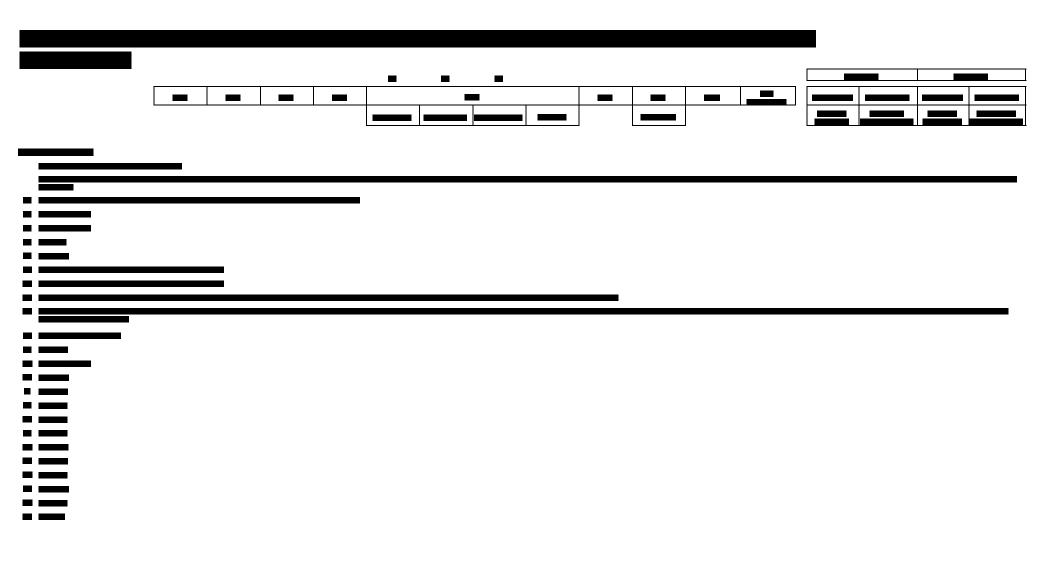


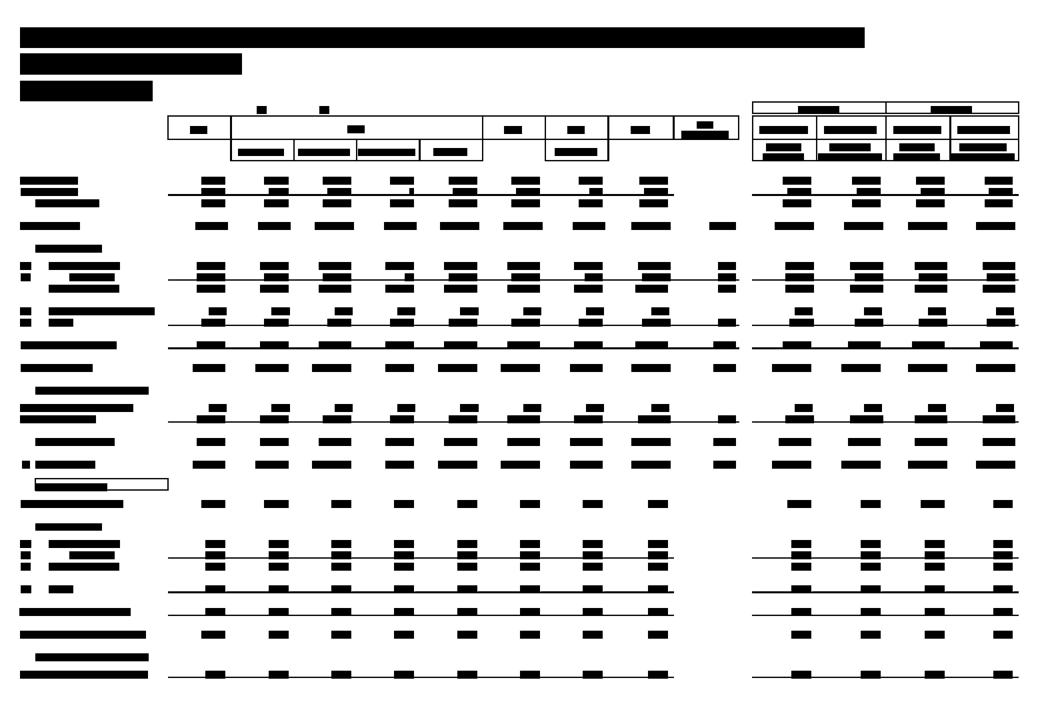


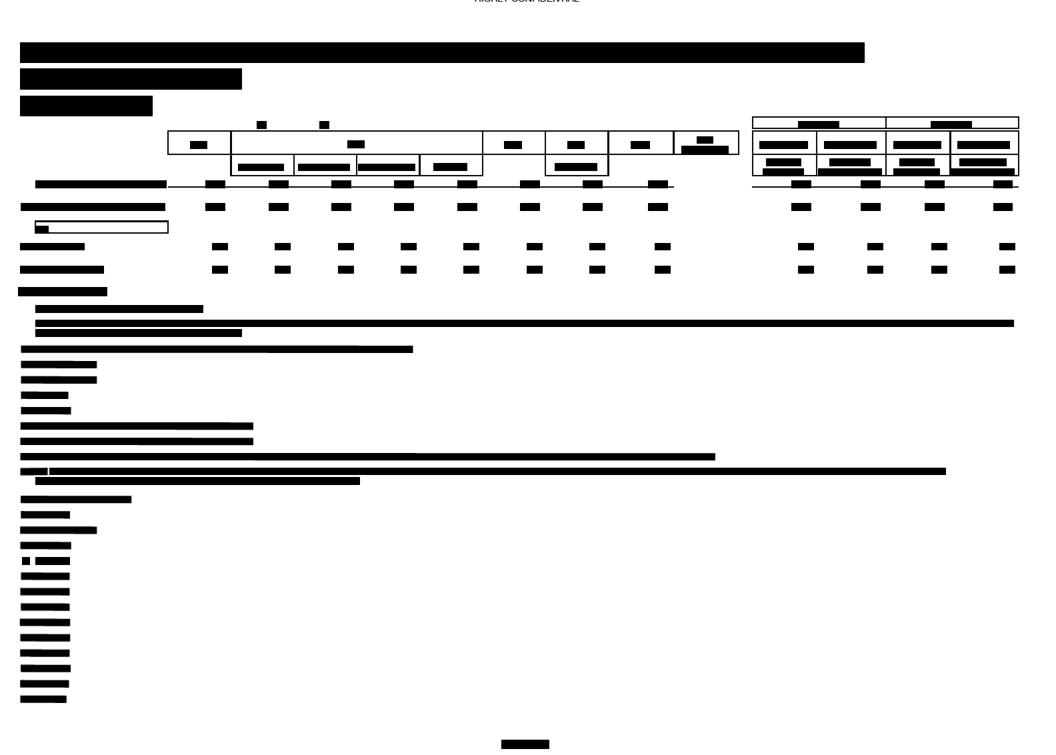






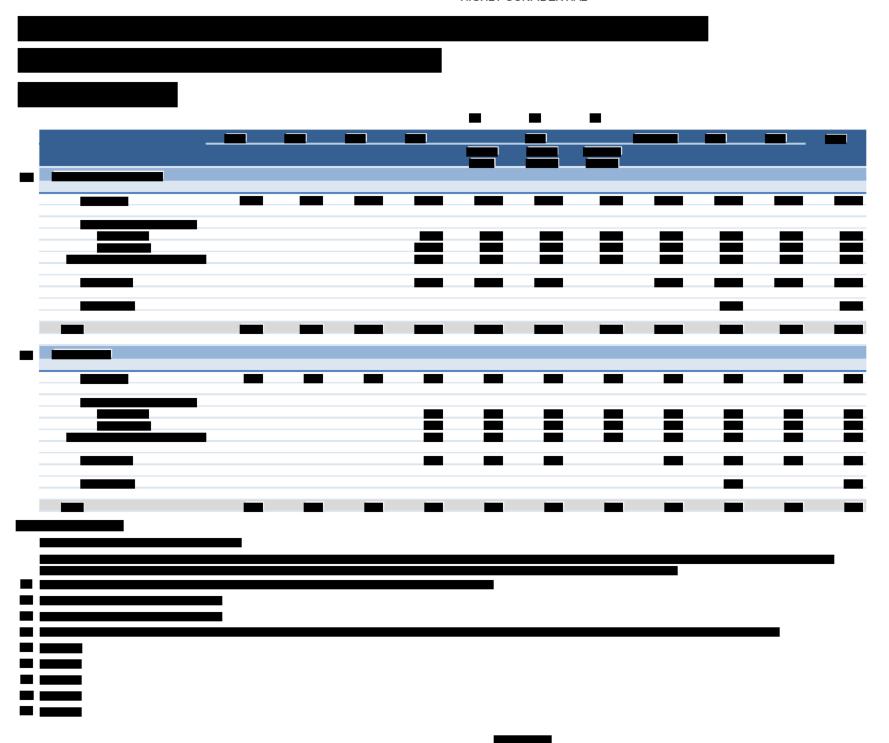


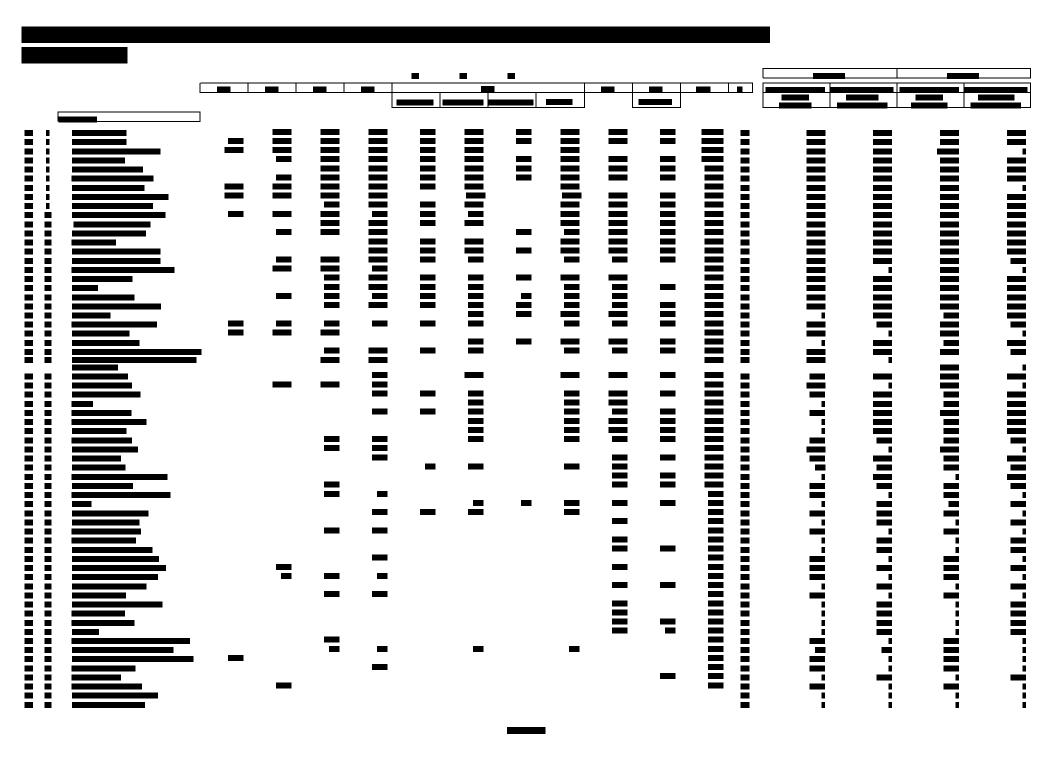


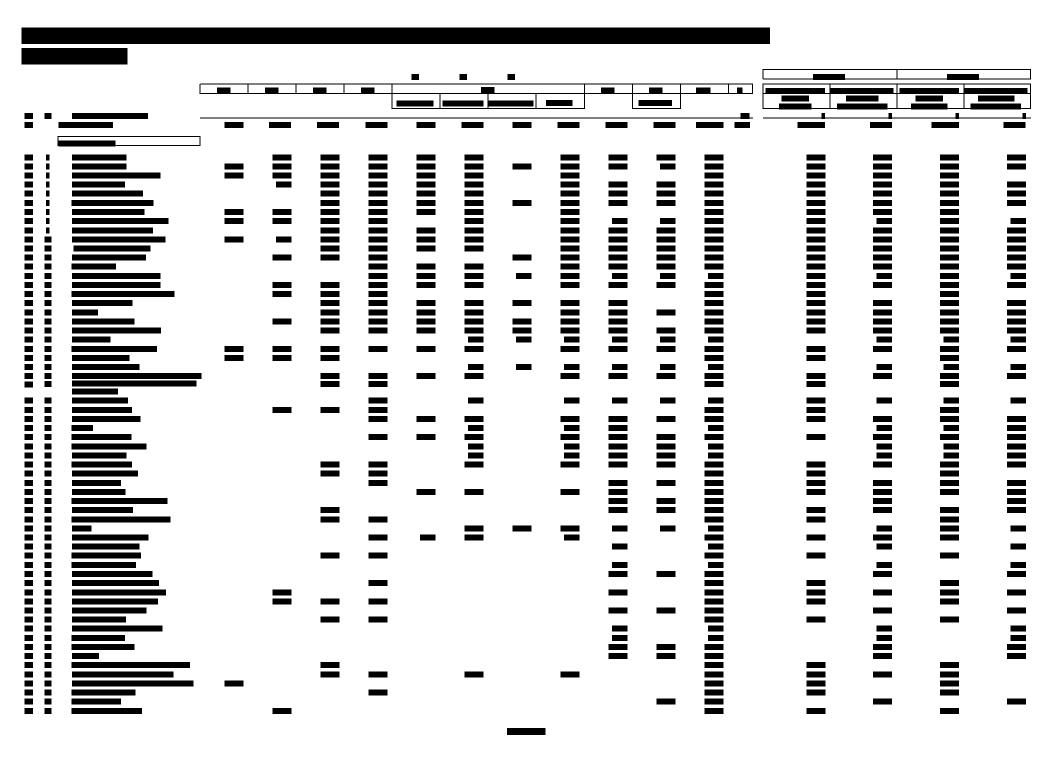


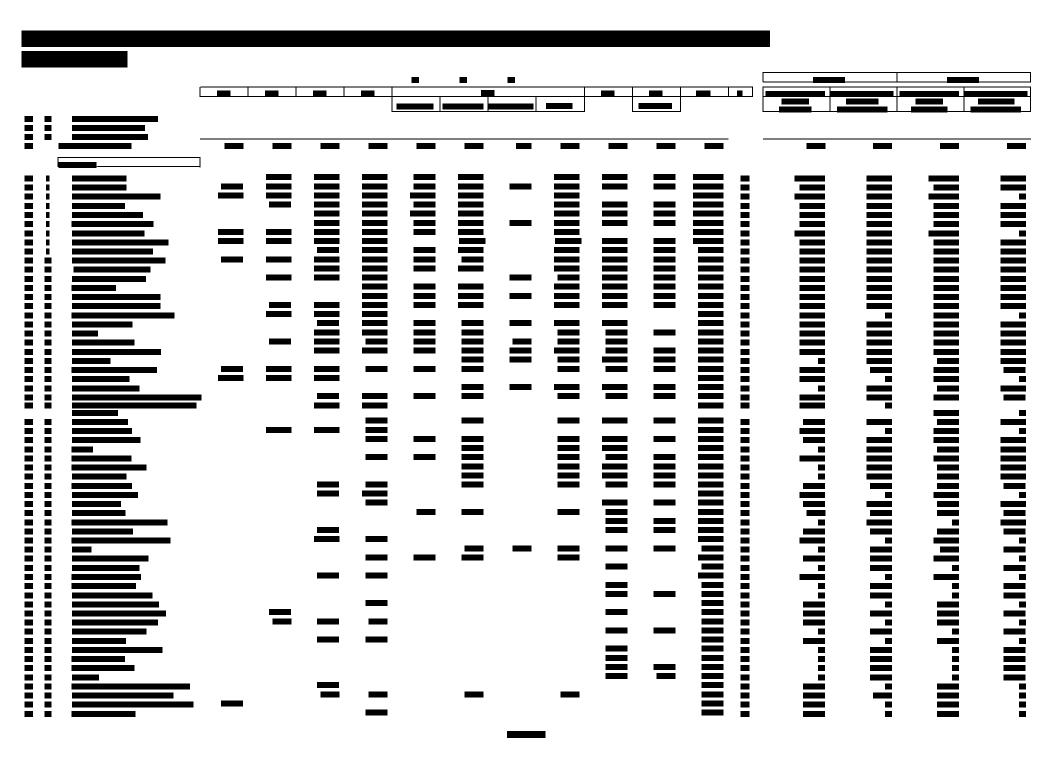


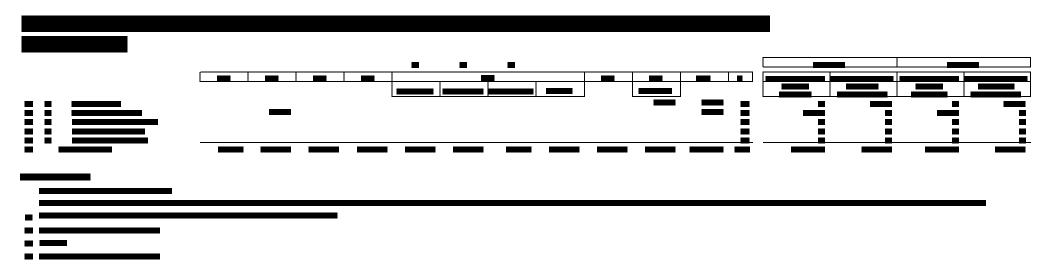




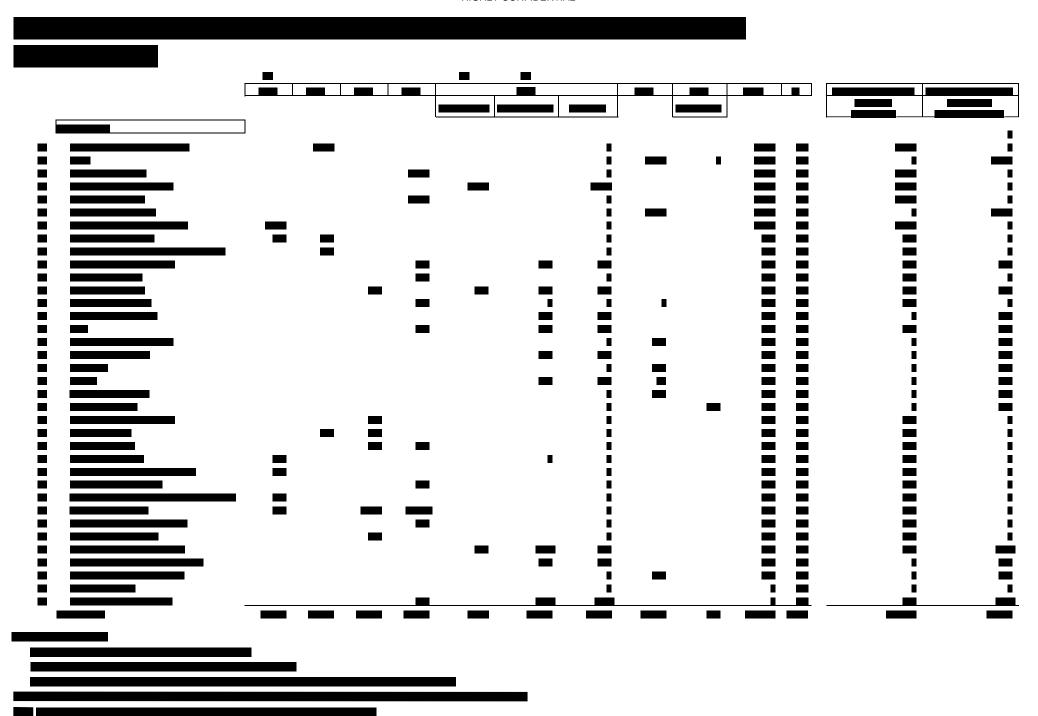








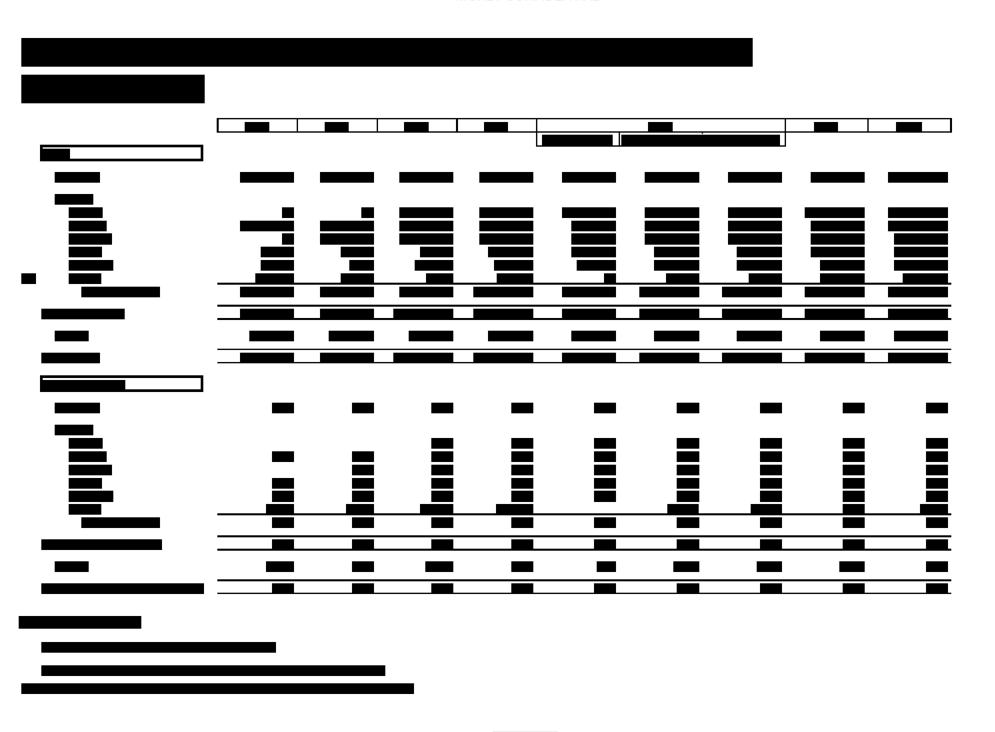
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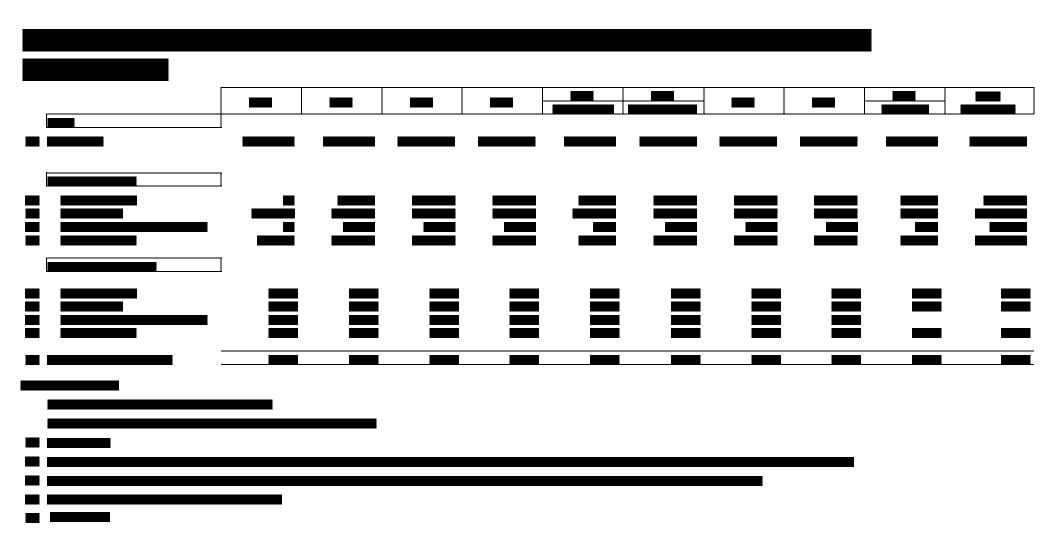


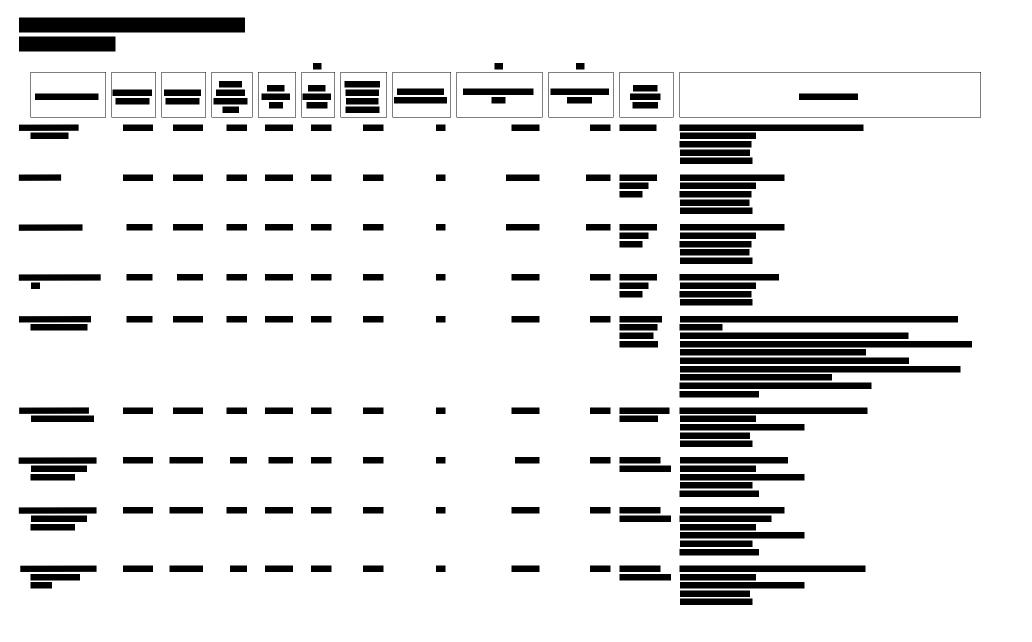


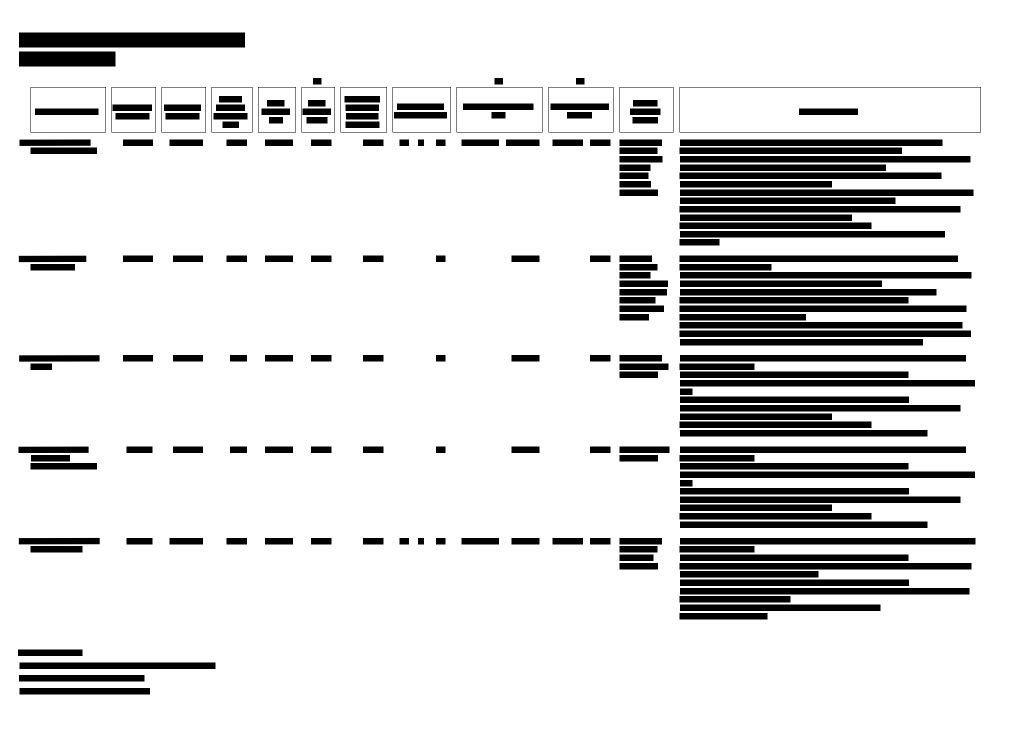


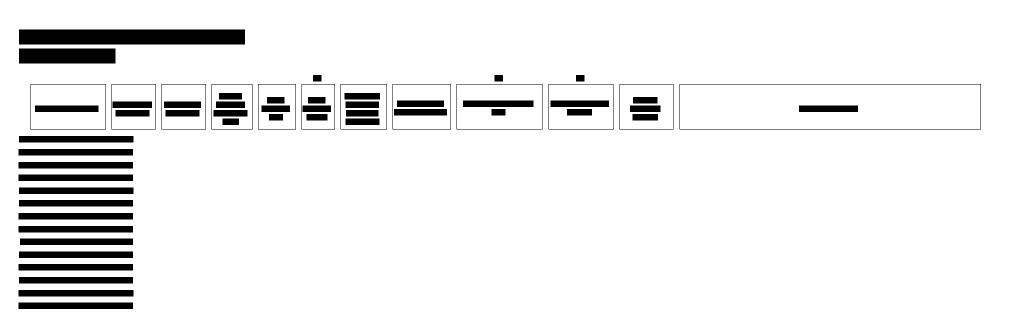


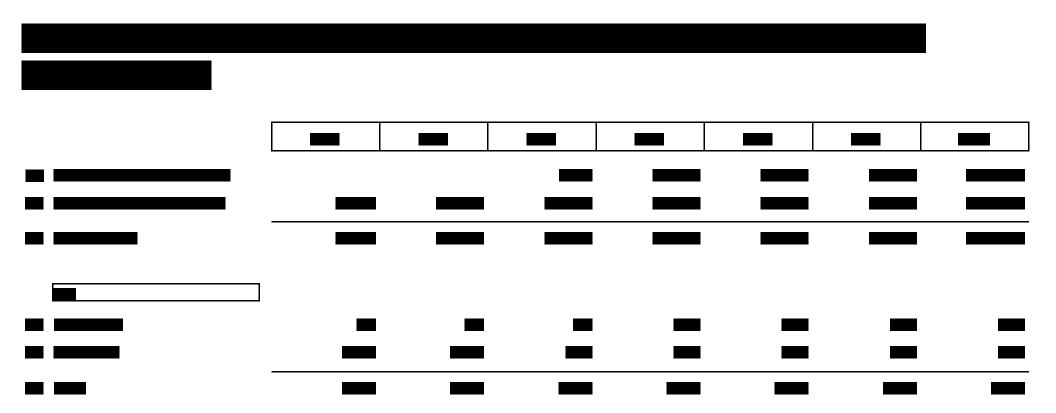


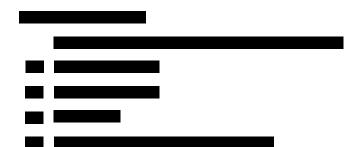




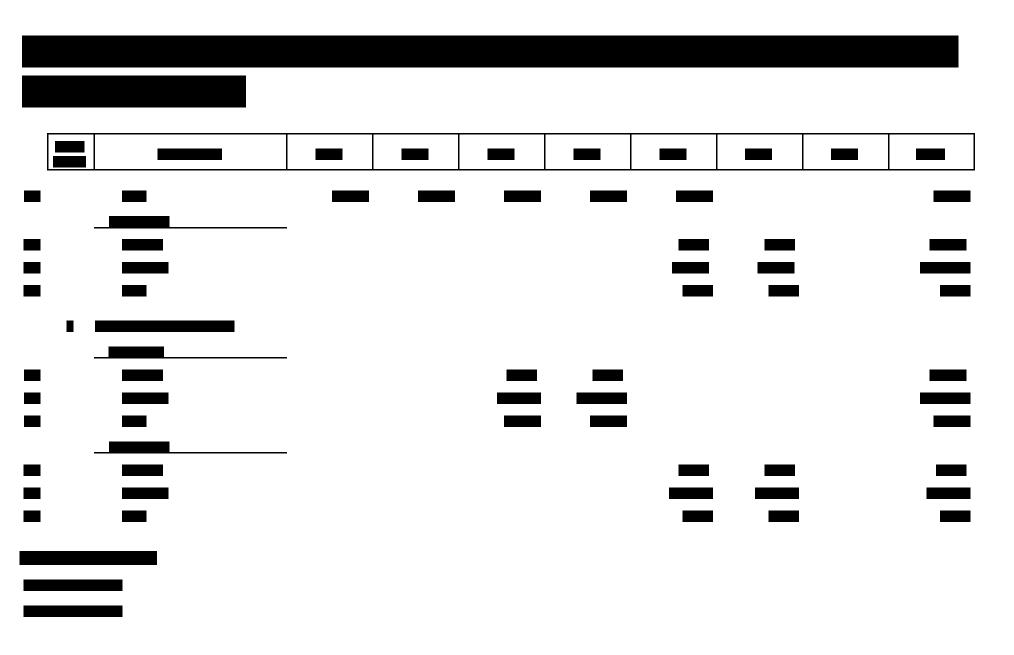








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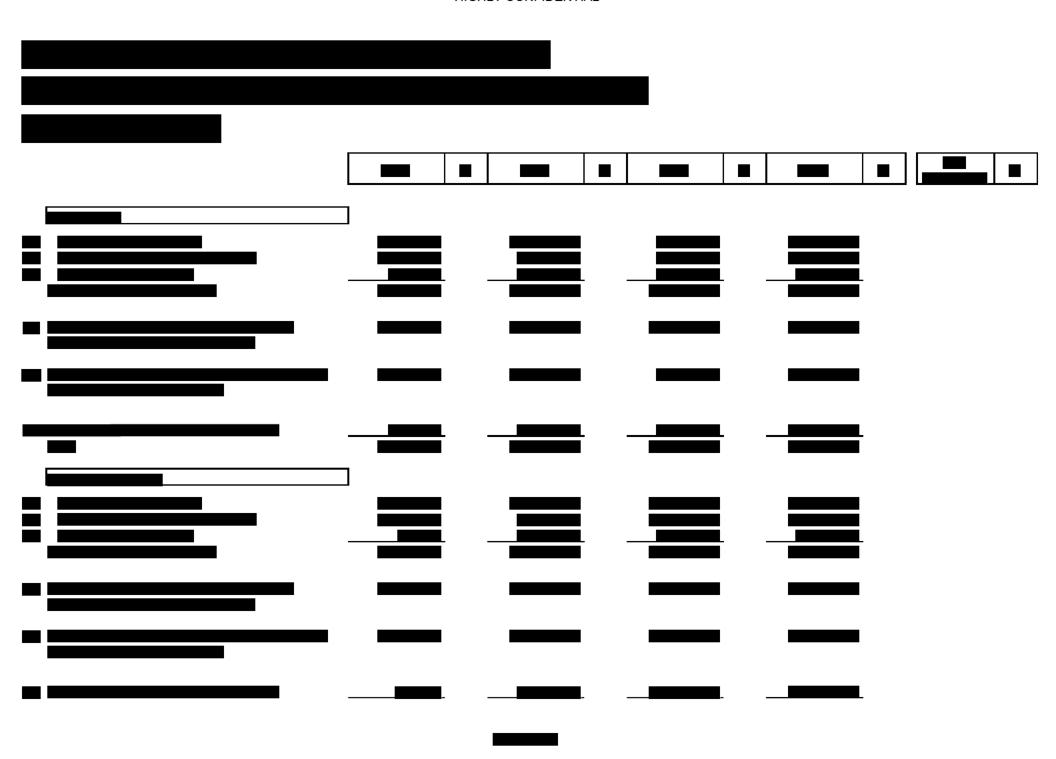
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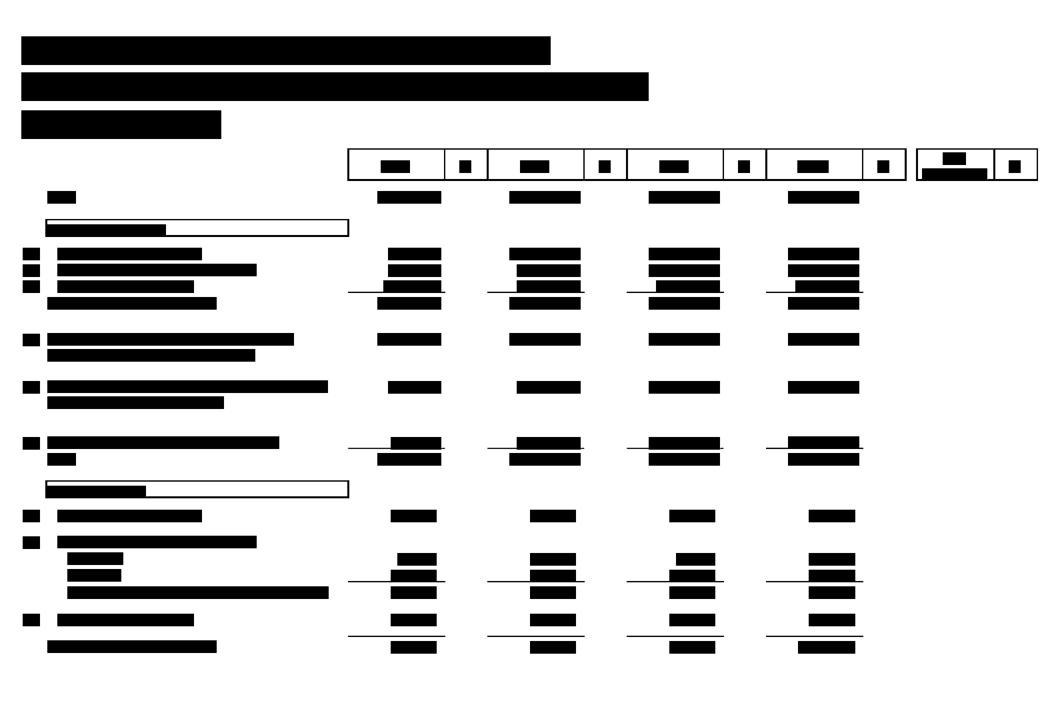
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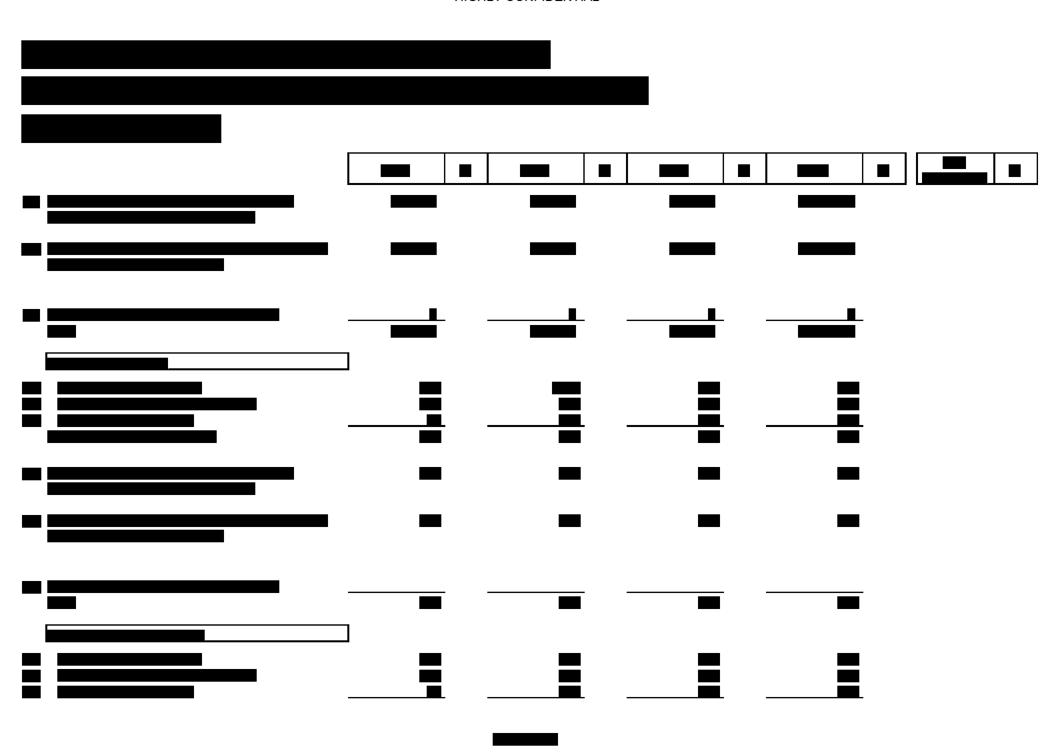


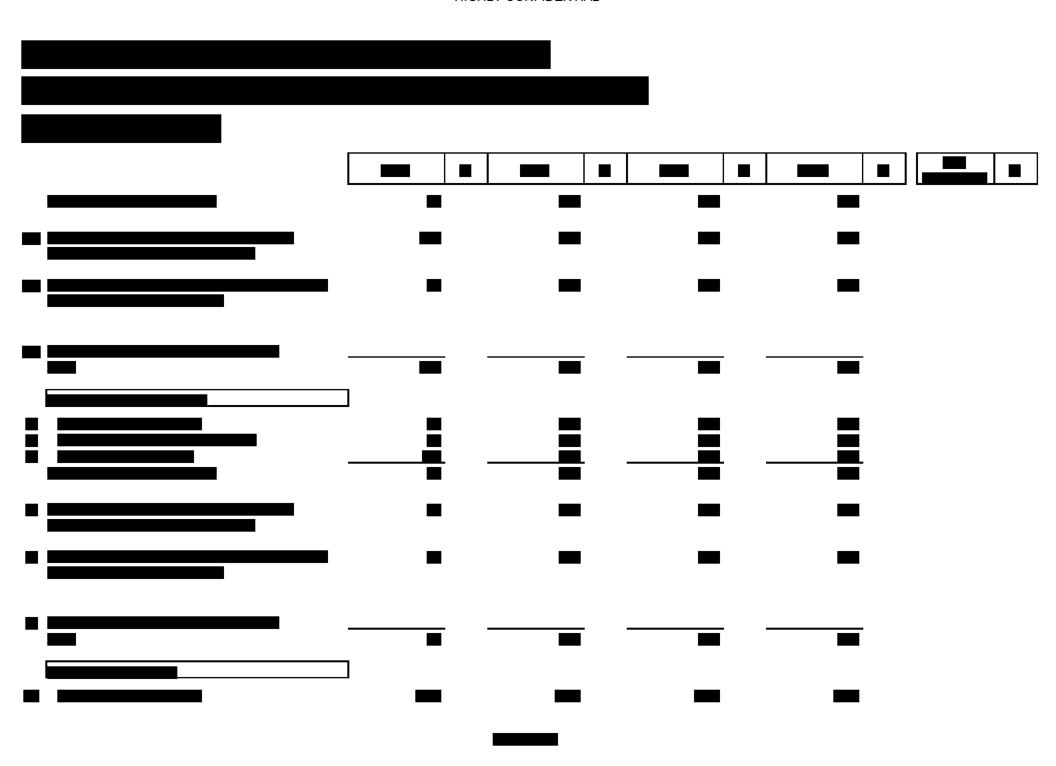




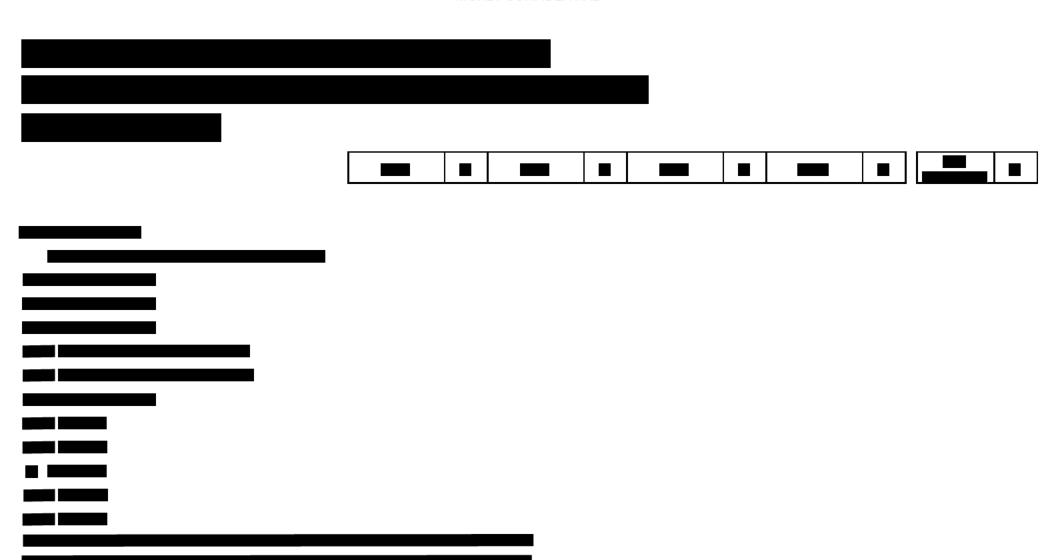


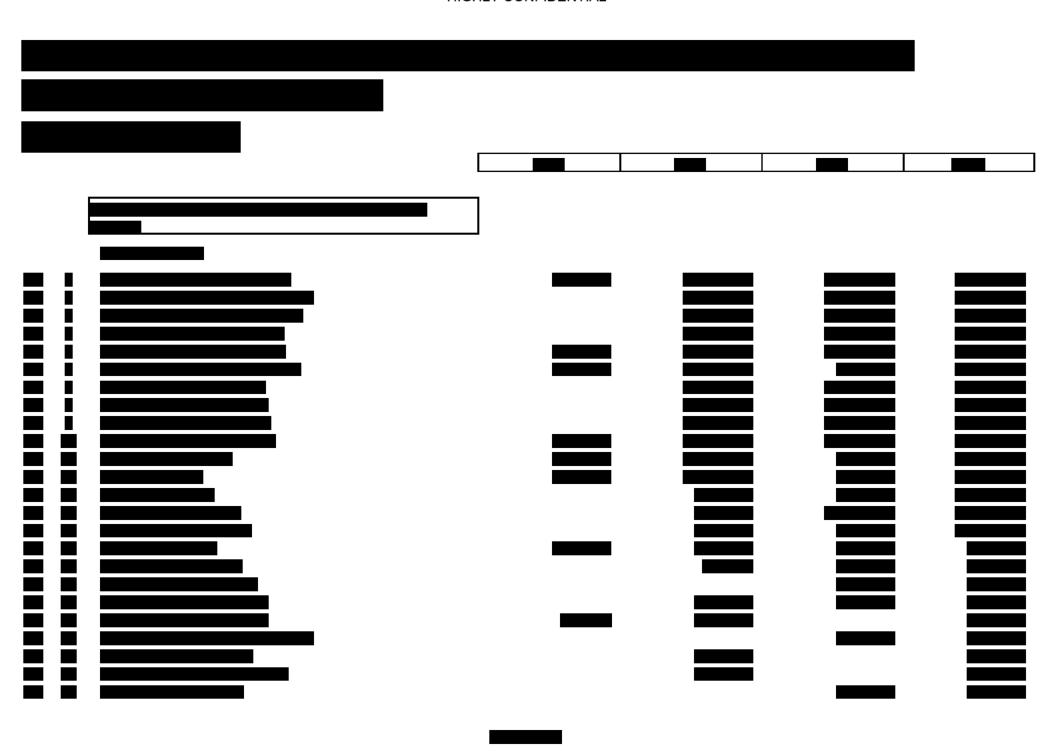


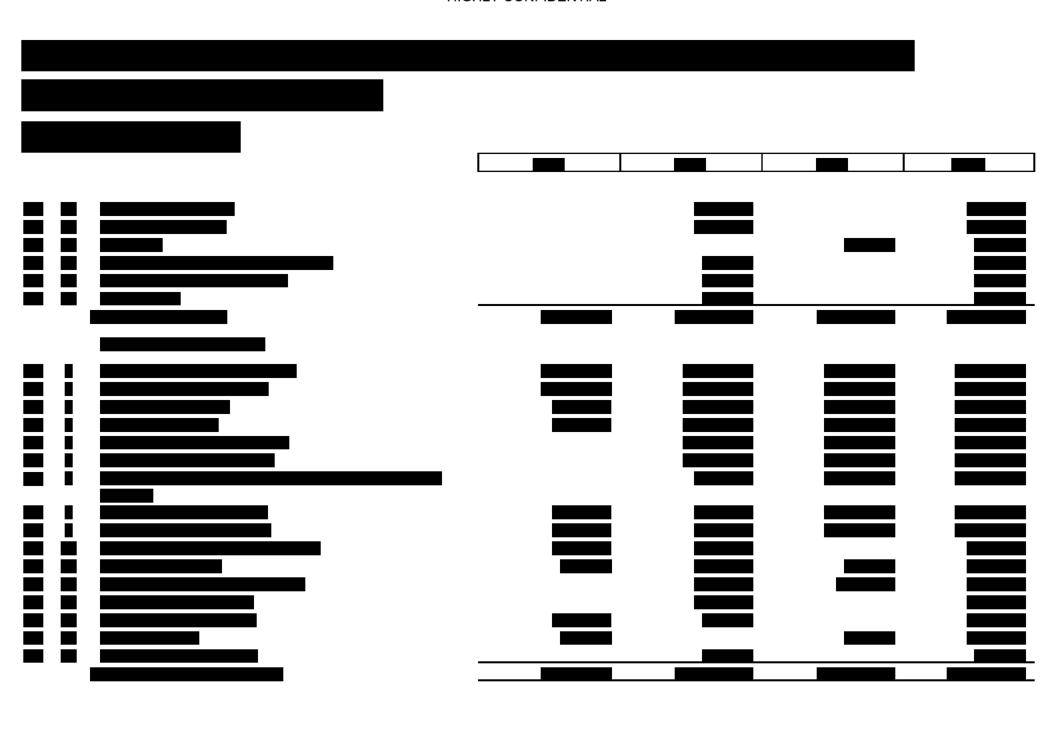


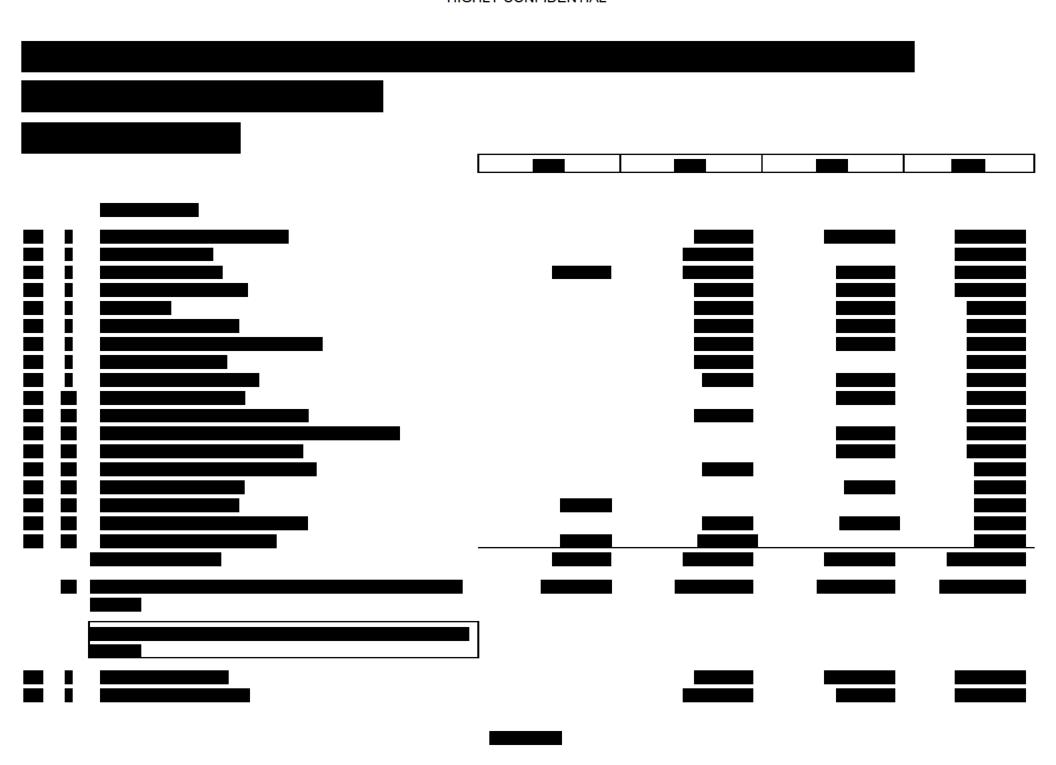


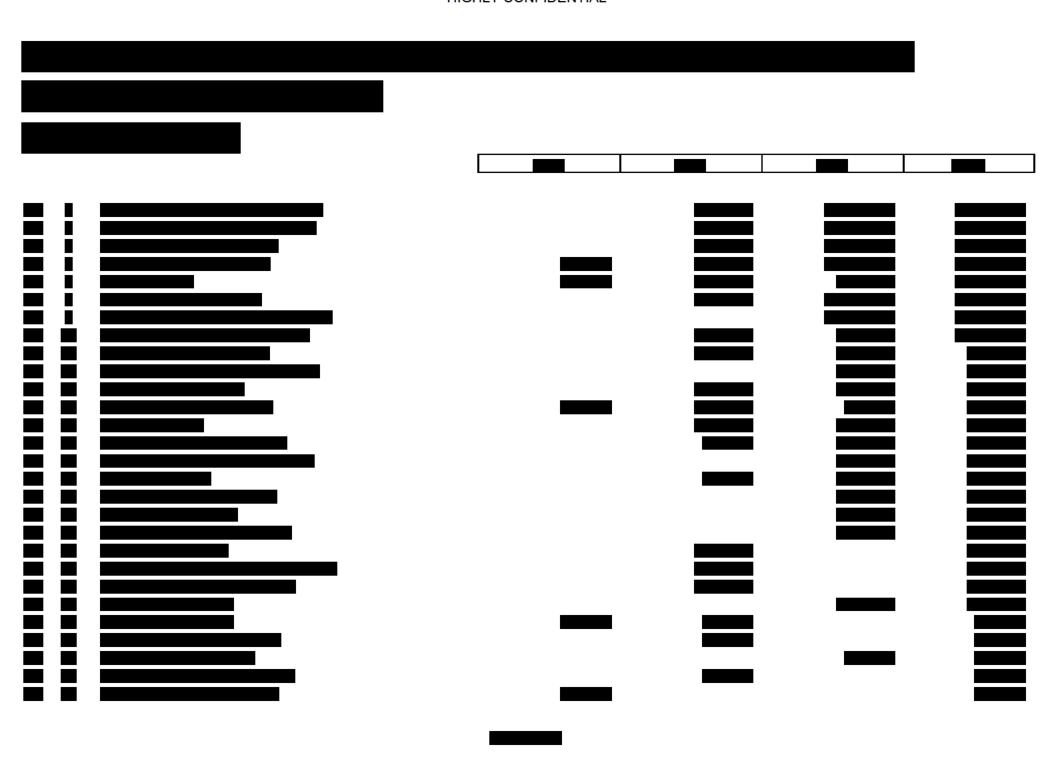


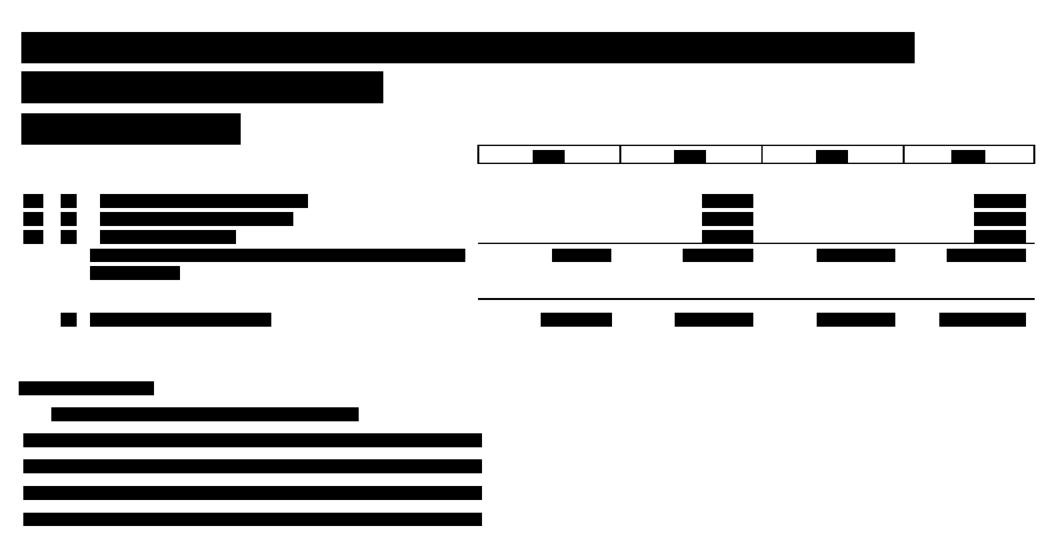




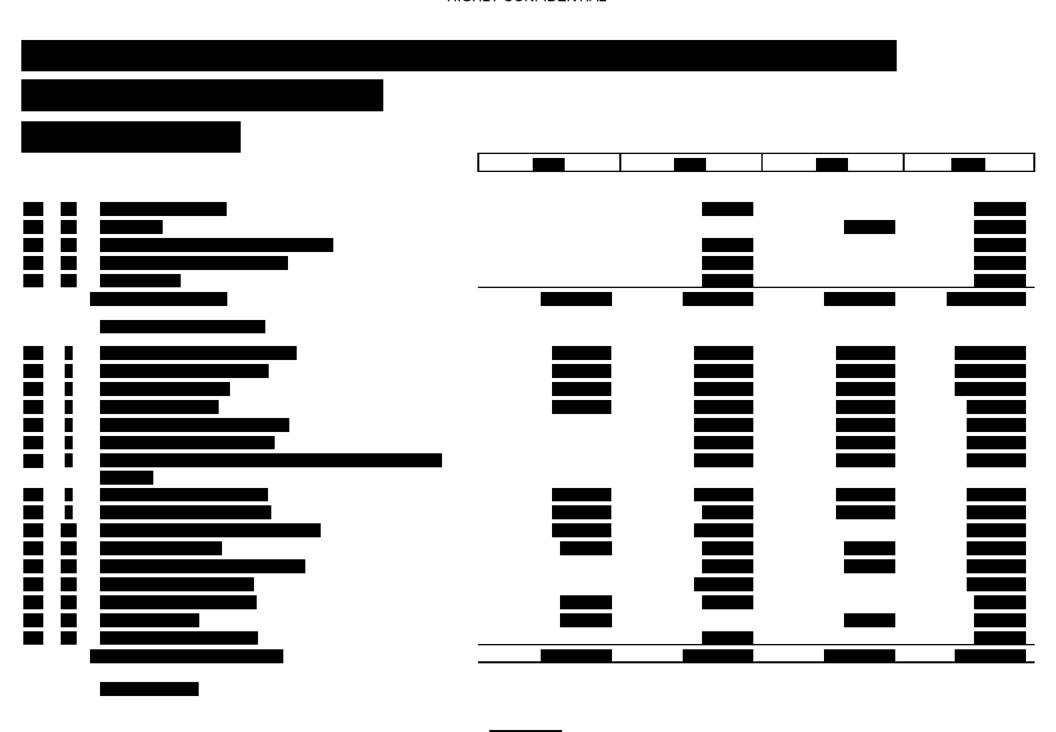


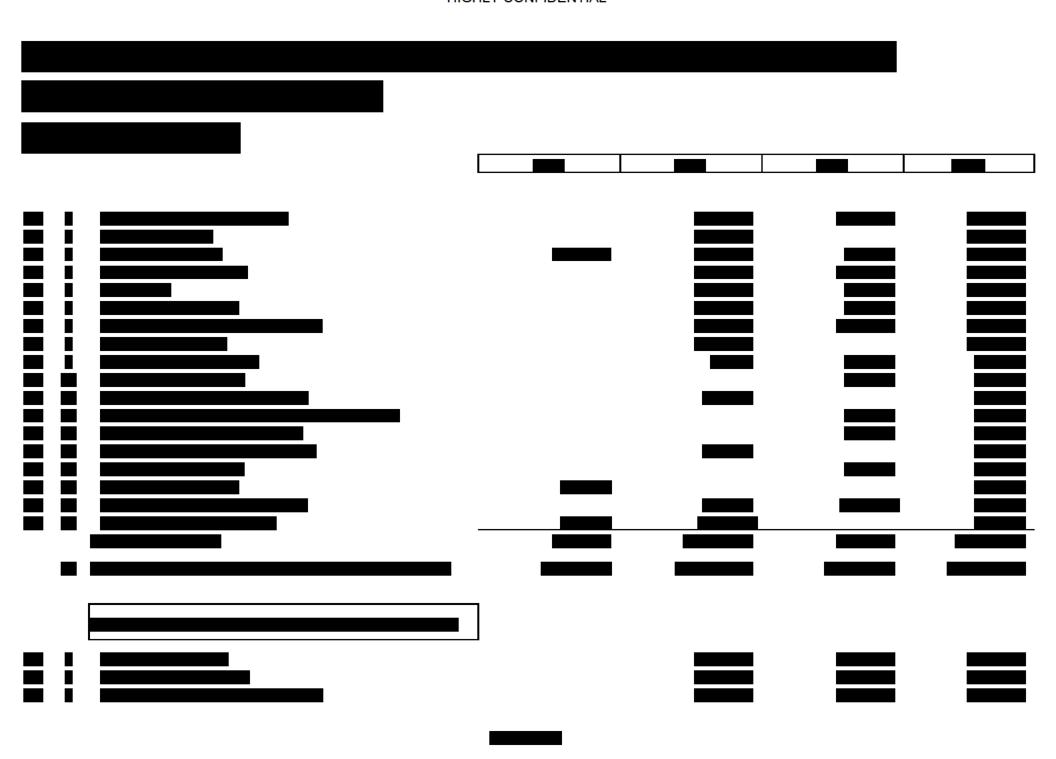


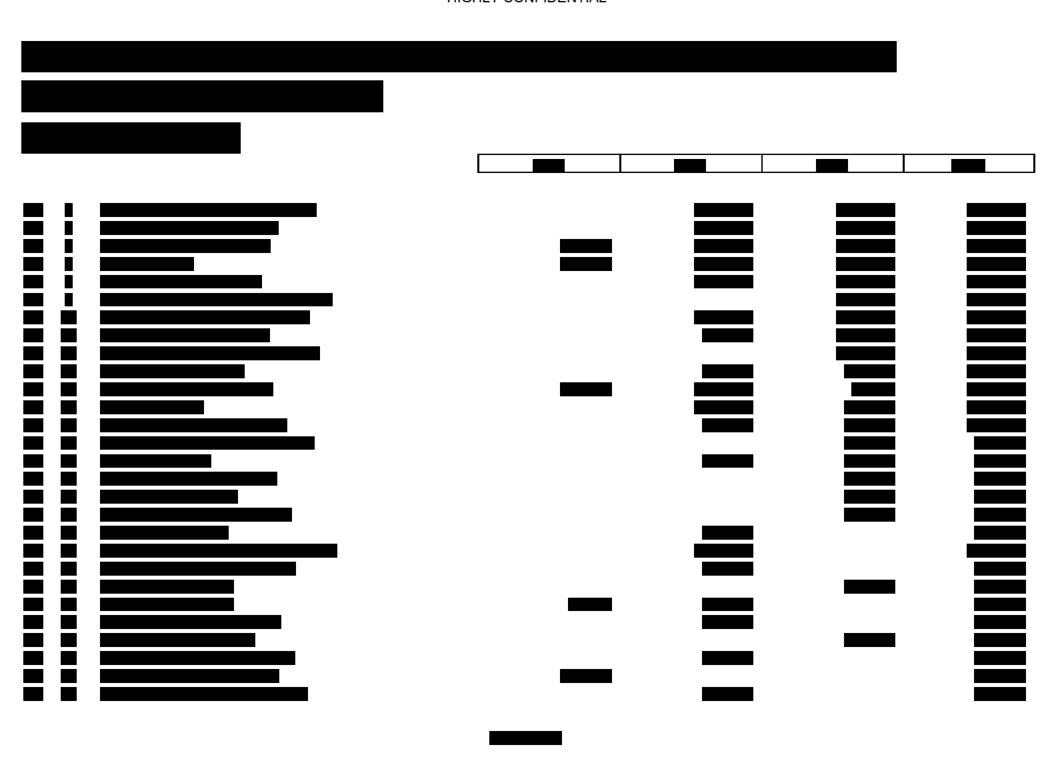


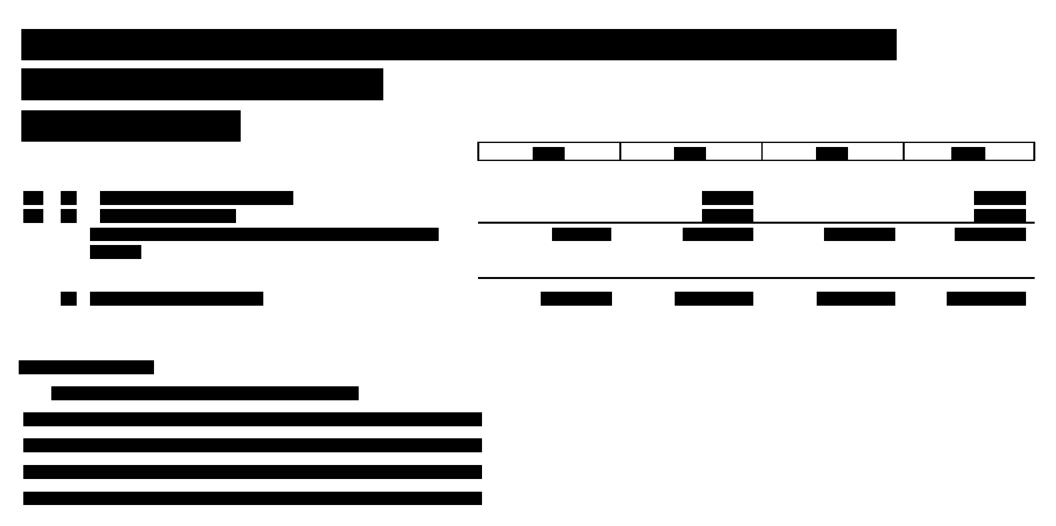


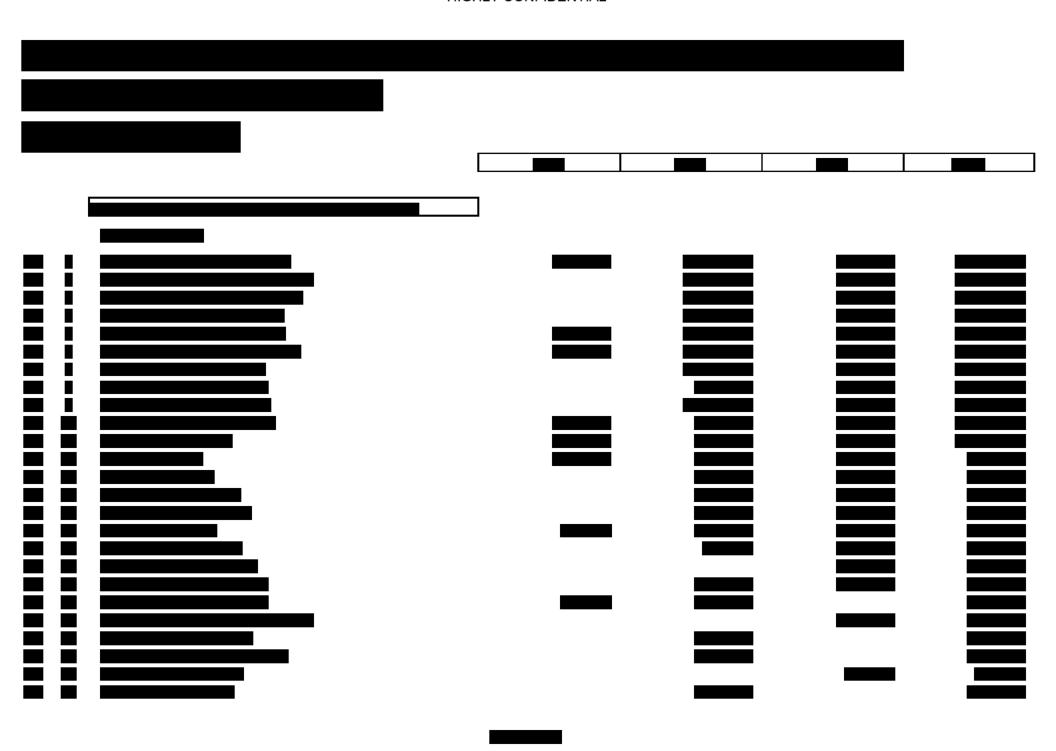


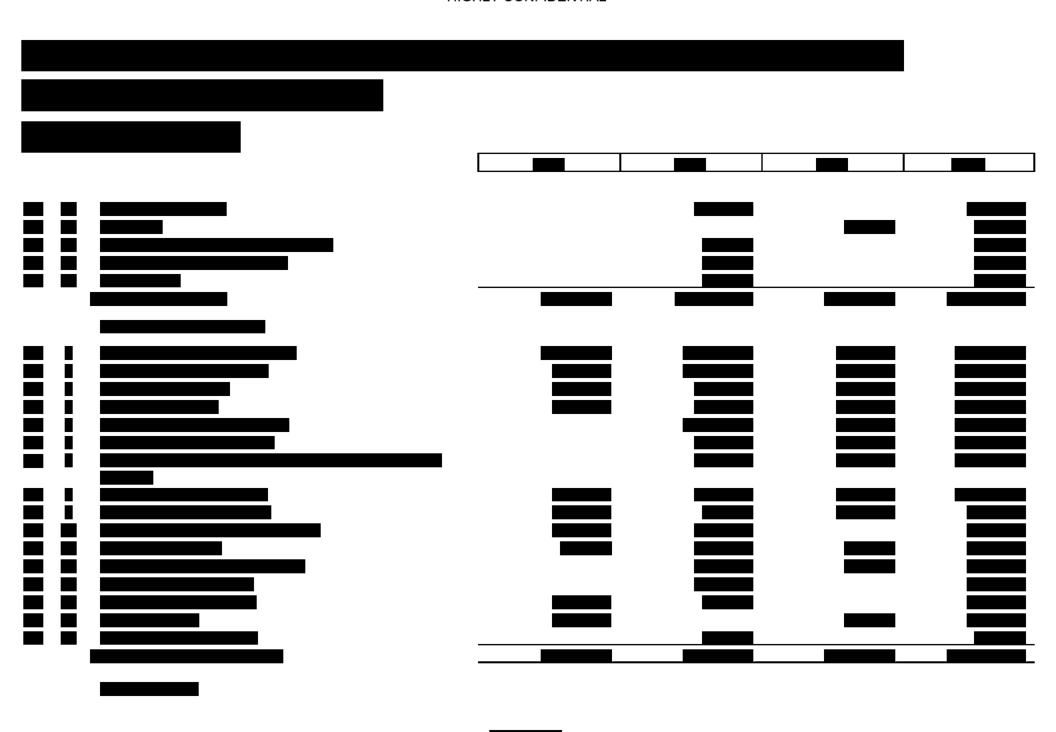


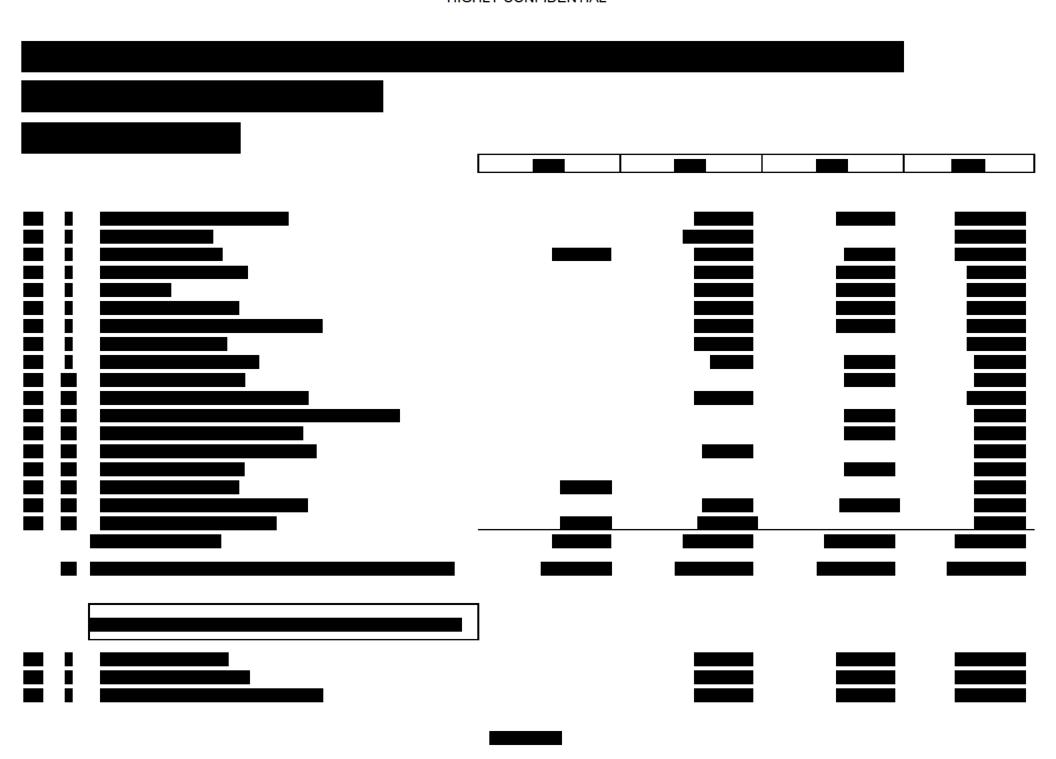


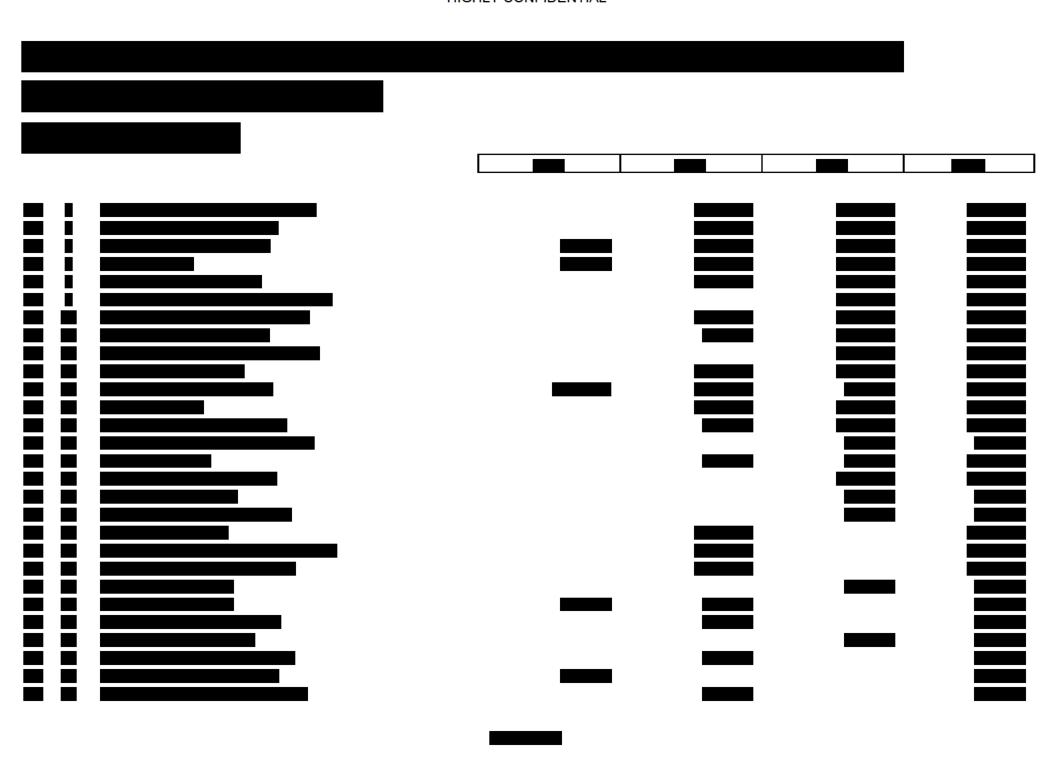


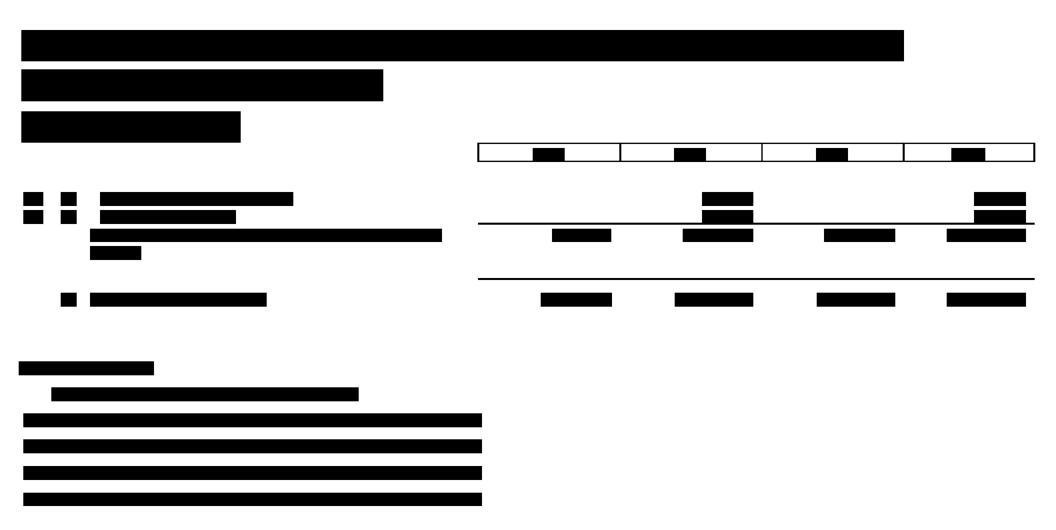


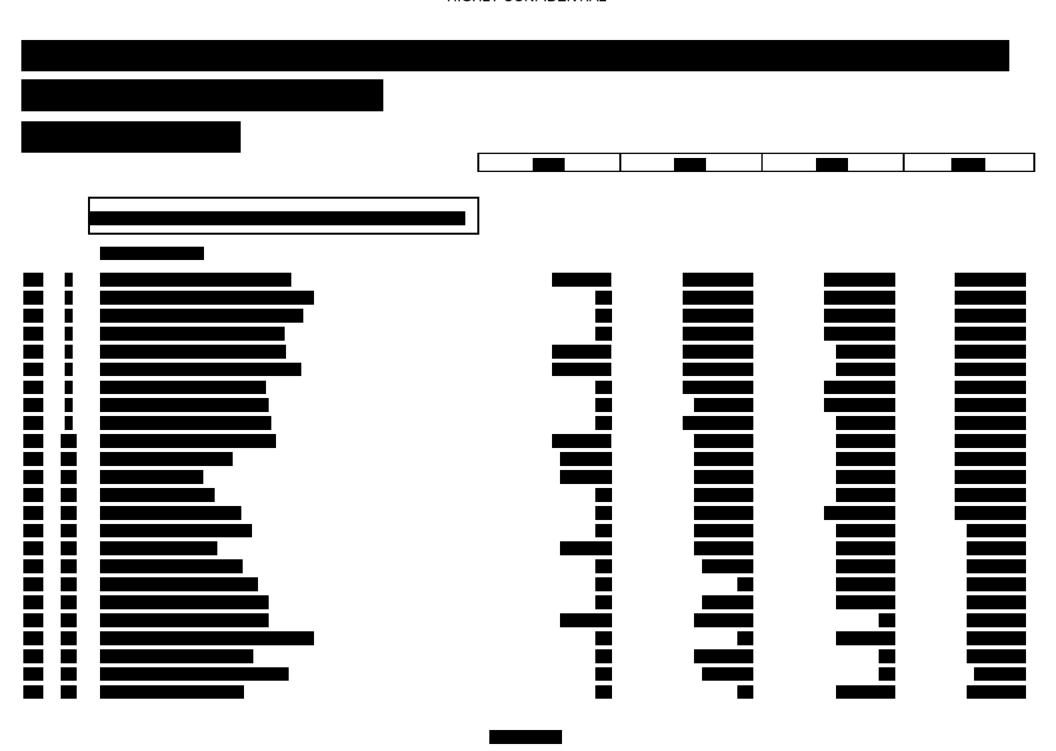


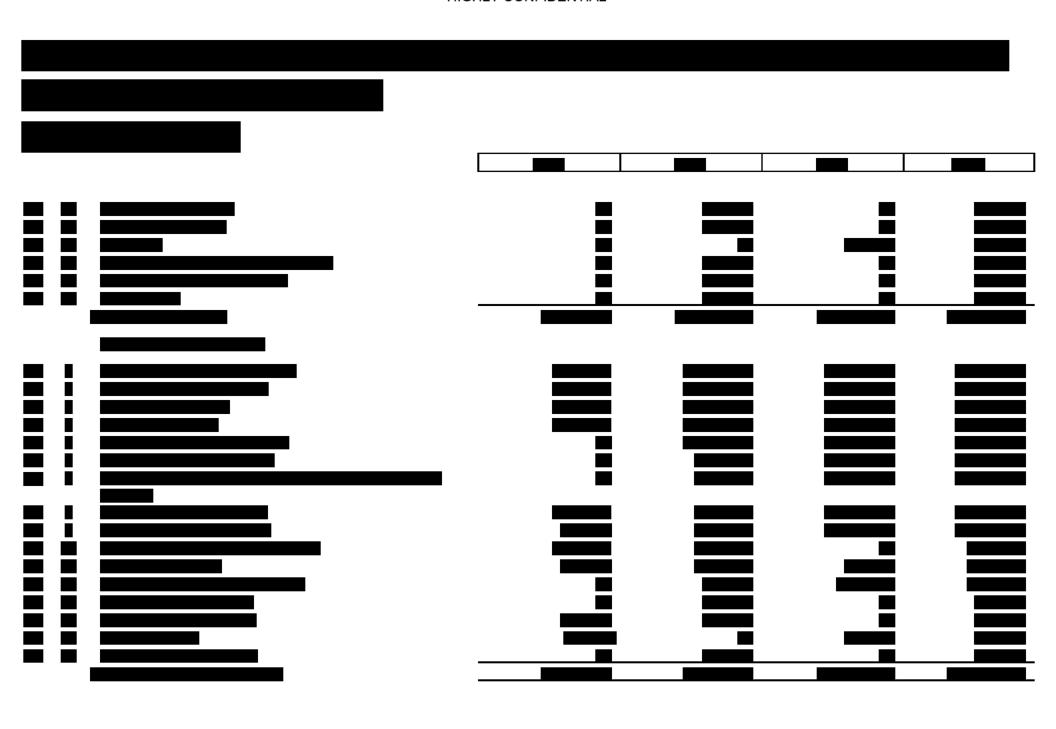


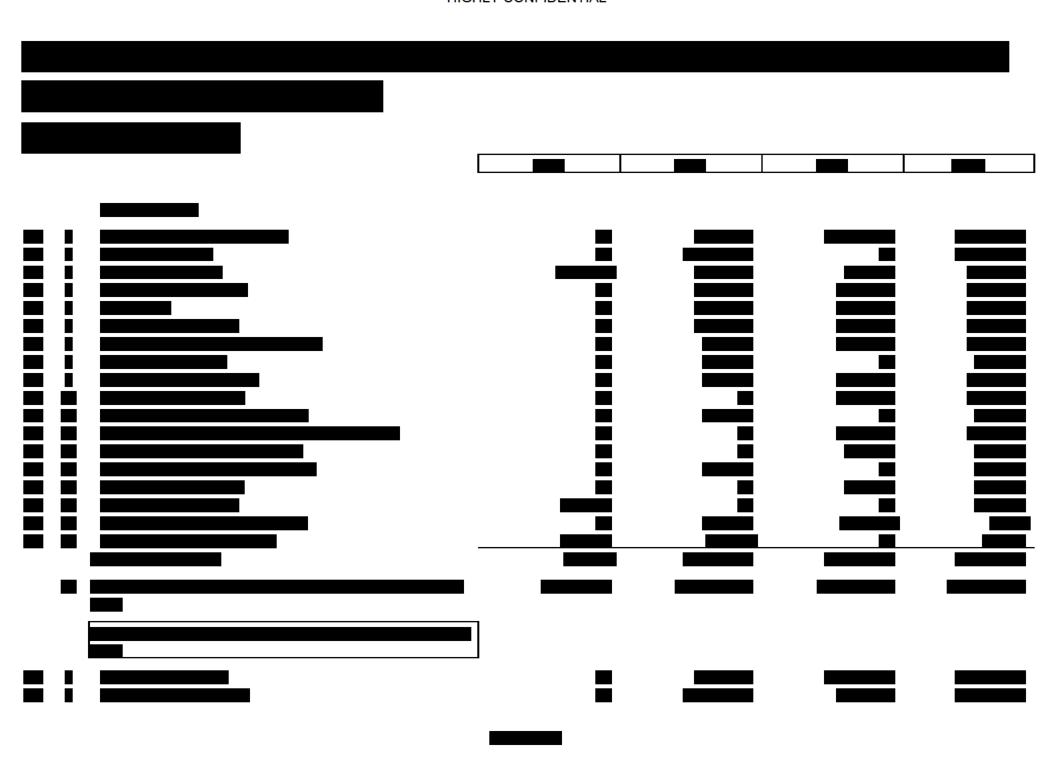


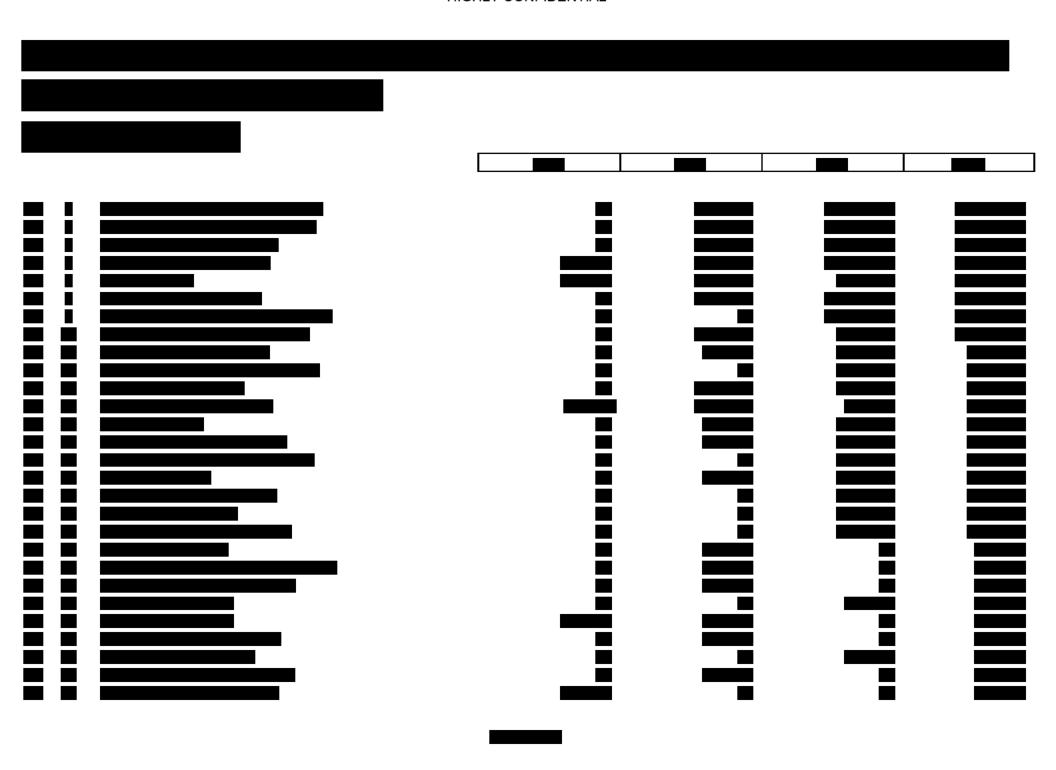


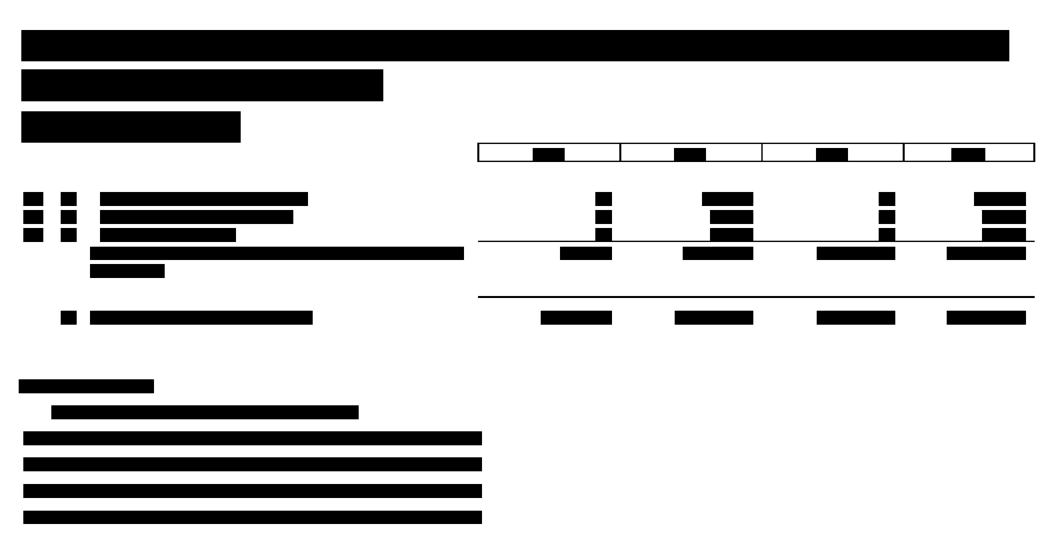


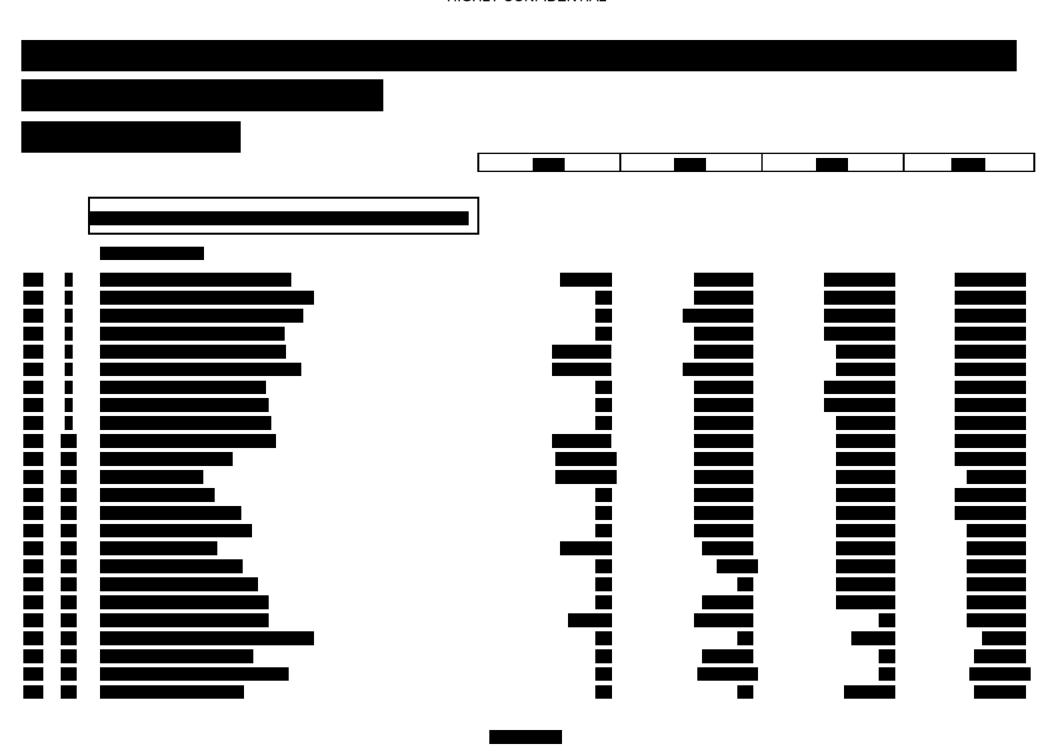


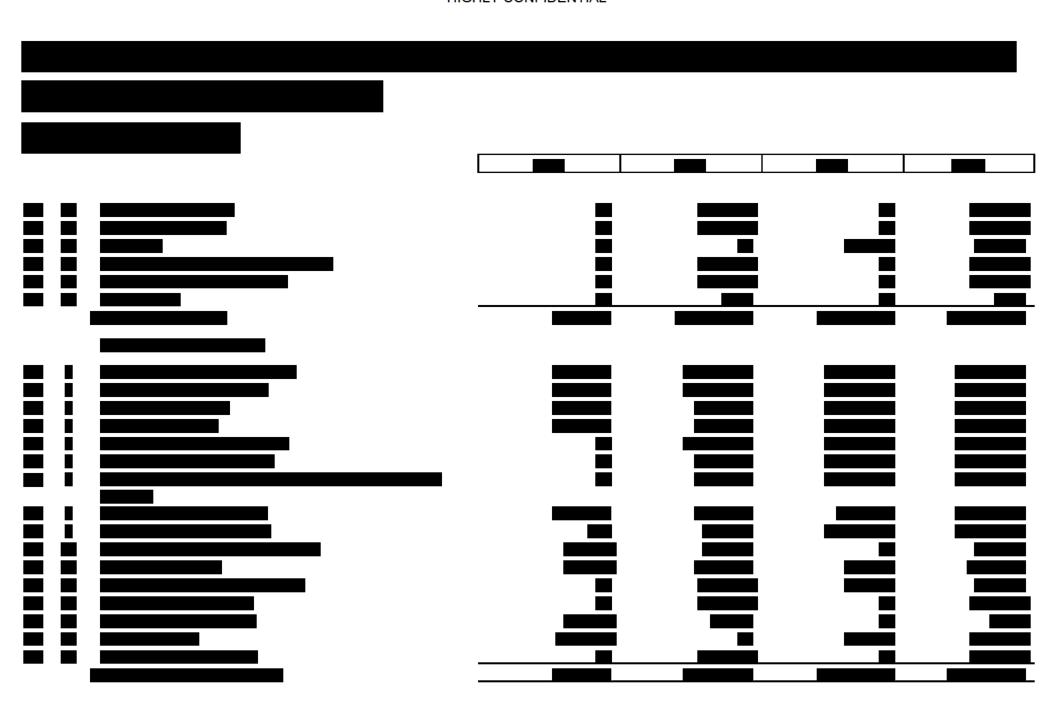


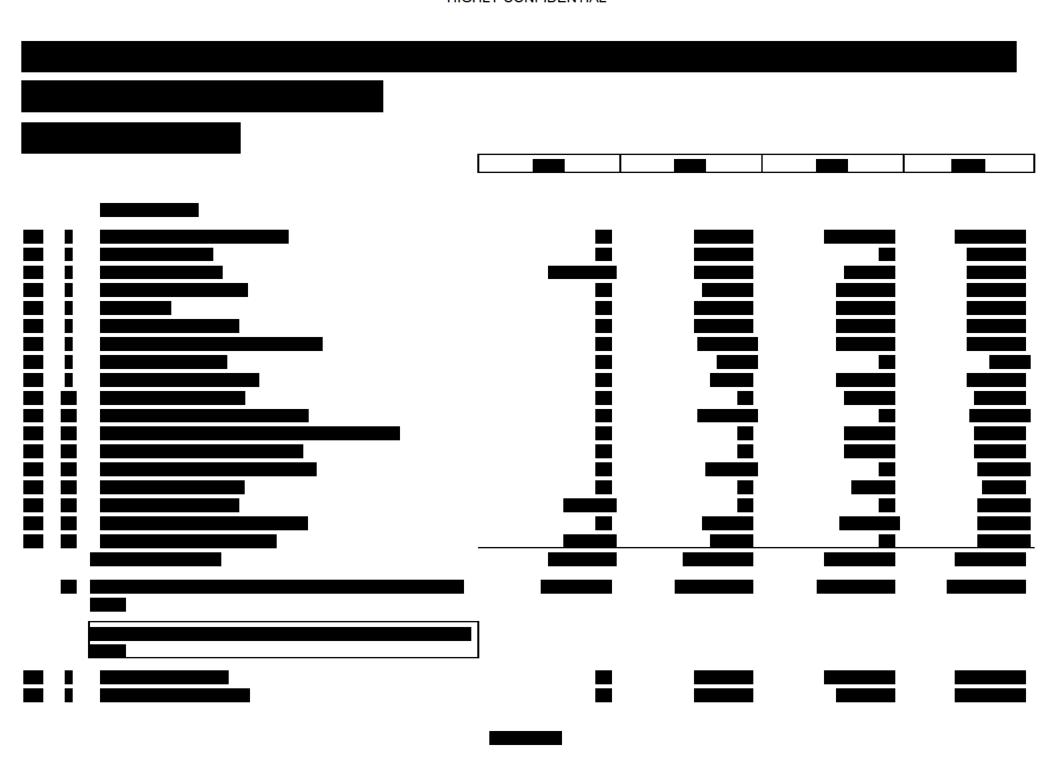


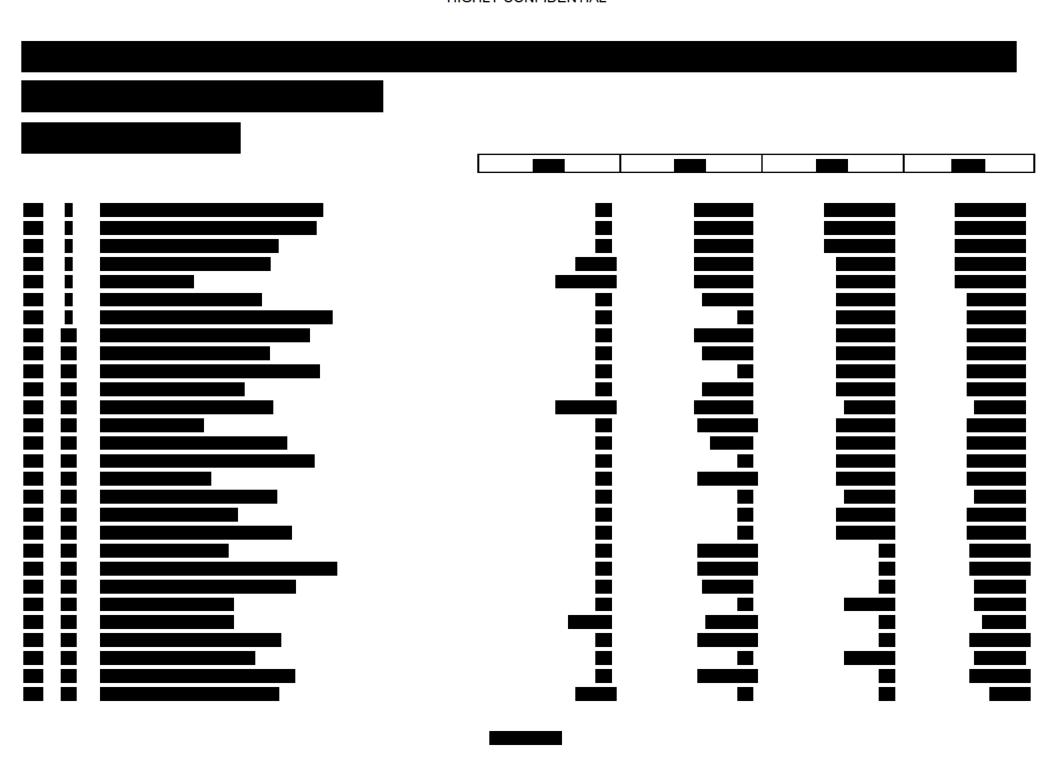


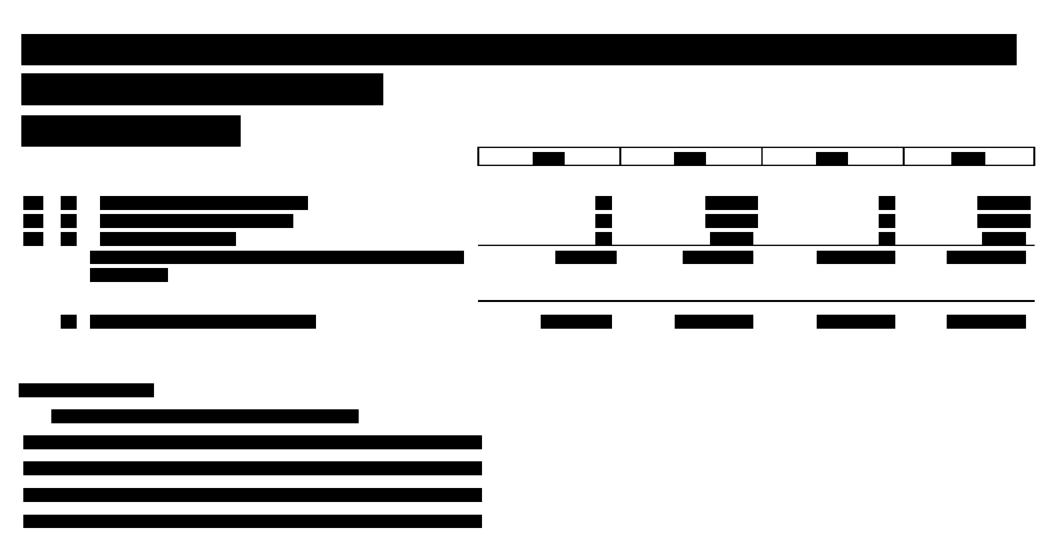


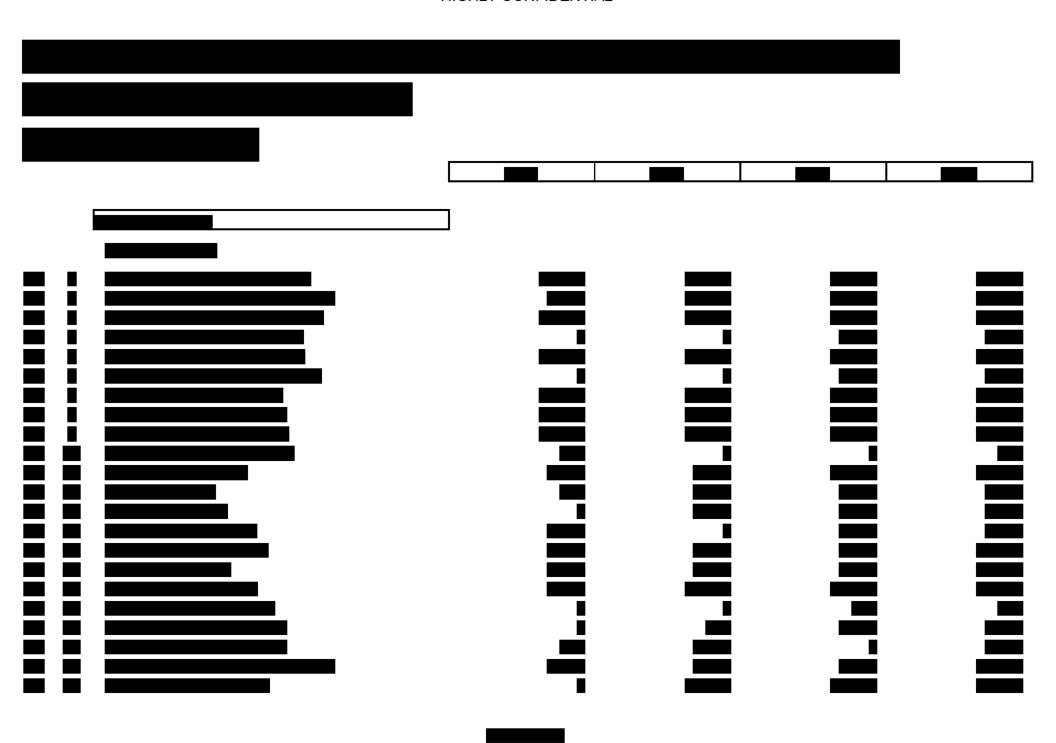


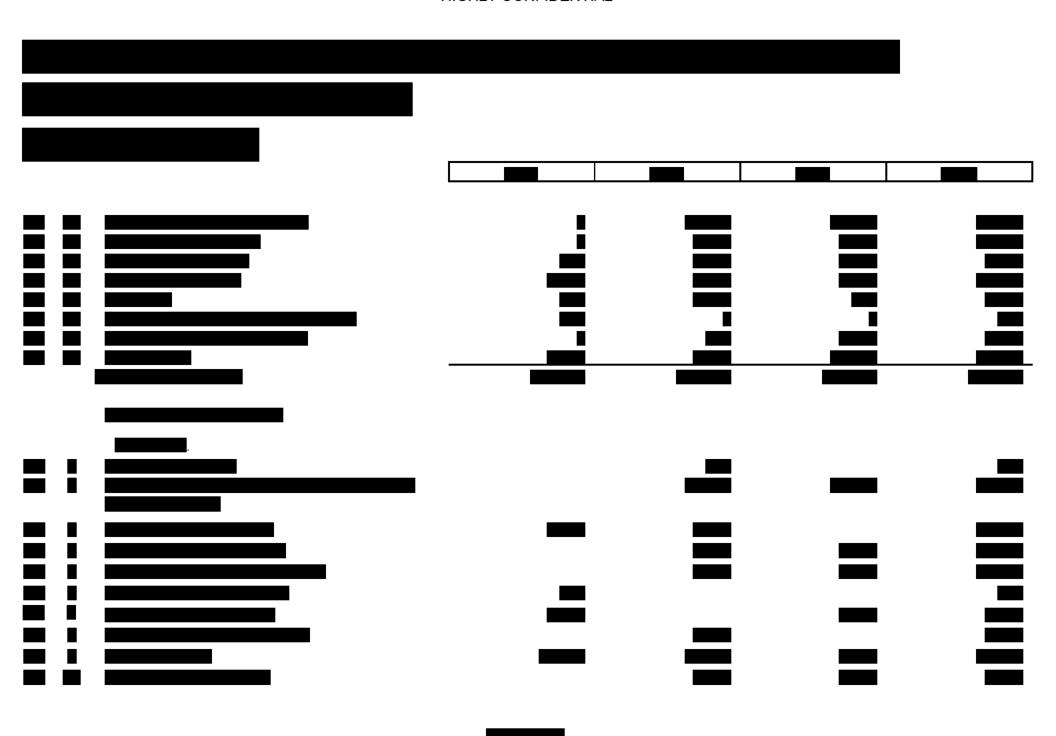


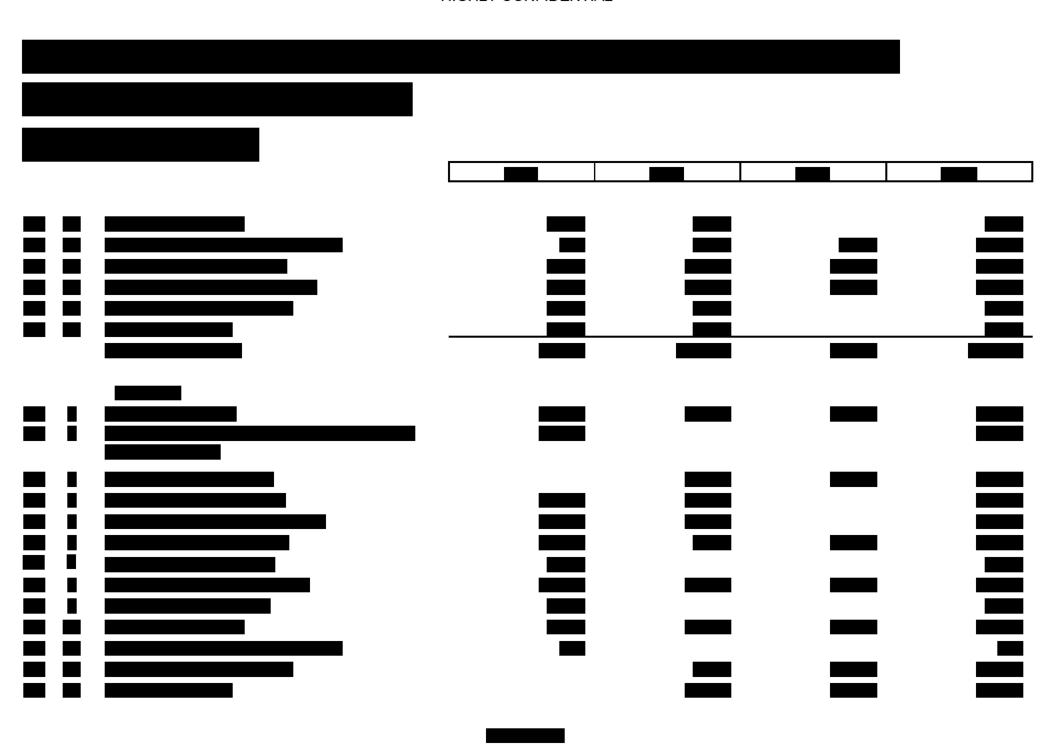


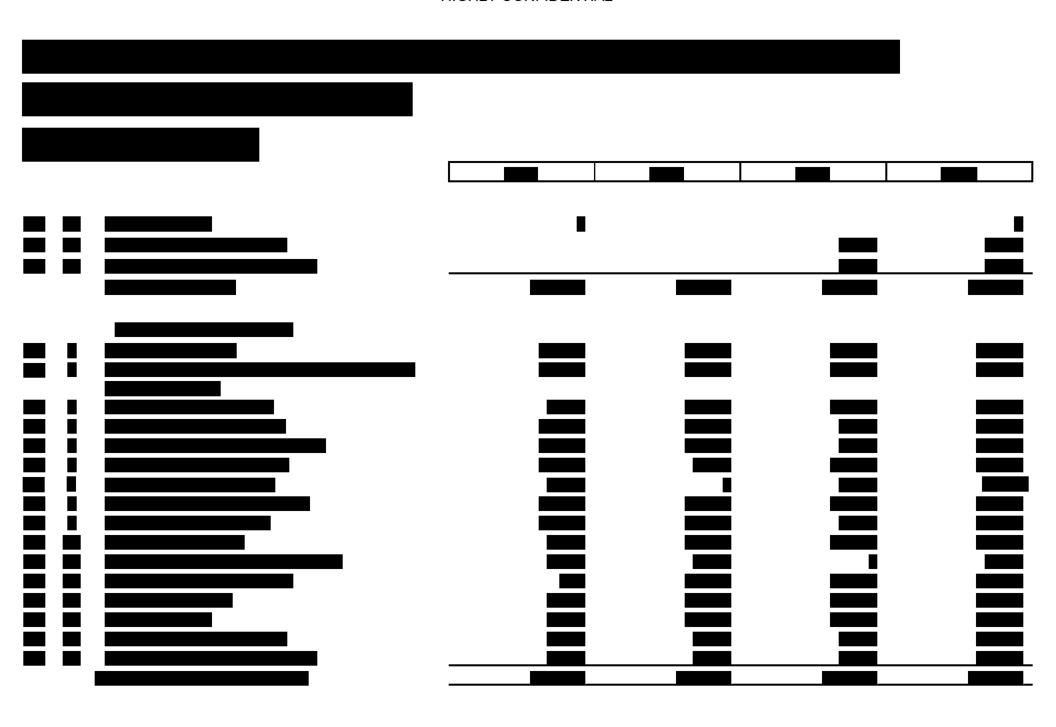


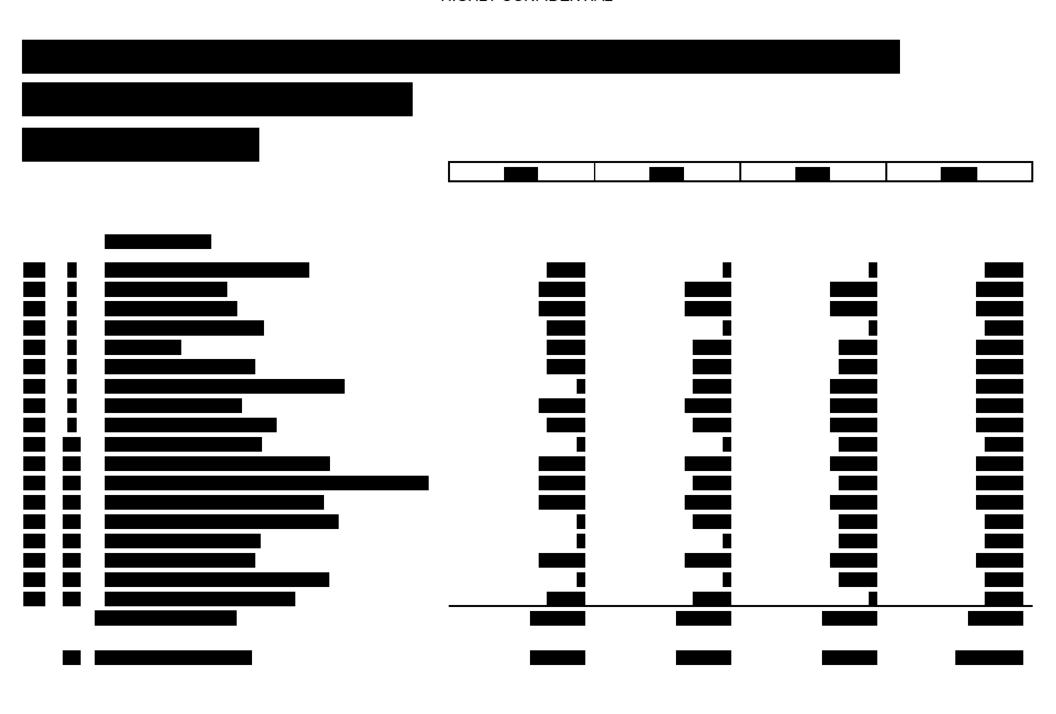












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